



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586-469-5125 FAX 586-469-5993
macombcountymi.gov/boardofcommissioners

BUDGET COMMITTEE

TUESDAY, MARCH 18, 2008

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Adoption of Agenda, as amended, to include item #8A
4. Approval of Minutes Dated 01-22 and 01-31-08 (Special Meeting) (previously distributed)
5. Public Participation
6. Receive and File Presentation by Enterprise Leasing Company of Detroit (mailed)
7. Recommendation from Justice and Public Safety Committee Meeting of 03-10-08 (mailed)
Approve Purchase and Training Costs of a Replacement K9 for the Sheriff's Office
8. Recommendation from Planning and Economic Development Committee Meeting of 03-11-08 (mailed)
Approve Agreement with Birchler-Arroyo Associates for \$26,250 for Consulting Services to Develop a Macomb County Development Certification Program
- 8A. Recommendation from Health Services Committee Meeting of 03-13-08 (attached)
Suspend West Nile Virus Community Assistance Program and Refer to Budget Committee for Placement of Remaining Funds to Reduce the Budget Deficit
9. Adopt the County of Macomb Refunding Bond Resolution (Bonds not to Exceed \$2,750,000) and the Resolution Approving the Undertaking to Provide Continuing Disclosure by the County of Macomb (mailed)
10. Approve Transfer of \$208,735.74 from the 2008 Martha T. Berry Personal Services (Salary and Fringe) Accounts to the Contract Services Account (mailed)
11. Authorize Continuance of Part-Time Reimbursement Analyst Position/Sheriff's Department (mailed)
12. Amend 2008 Macomb County Budget Reducing the Revenue Account for Inmate Housing-Local Units (Local Ordinance Violation) by \$15,000 (mailed)
13. Adopt a County Operating Millage Rate of 4.2000 Mills for Inclusion on the July, 2008 Millage Levy (mailed)
14. Adopt a SMART Public Transportation Millage Rate of .5900 Mill, Less Any Millage Reduction Required by the Headlee Roll Back Factor, for Inclusion on the December, 2008 Millage Levy (mailed)

MACOMB COUNTY BOARD OF COMMISSIONERS

William A. Crouchman
District 23
Chairman

Dana Camphous-Peterson
District 18
Vice-Chair

Leonard Haggerty
District 21
Sergeant-At-Arms

Andrey Duzjy - District 1
Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Jon M. Switalski - District 4
Susan L. Doherty - District 5

Joan Flynn - District 6
Sue Rocca - District 7
David Flynn - District 8
Robert Mijac - District 9
Phillis DeSaele - District 10

Ed Szczepanski - District 11
Peter J. Lund - District 12
Don Brown - District 13
Brian Brdak - District 14
Keith Rengert - District 15

Carey Torrice - District 16
Ed Bruley - District 17
Paul Gielegghem - District 19
Kathy Tocco - District 20

Betty Slinde - District 22
Sarah Roberts - District 24
Kathy D. Vosburg - District 25
Leon Drolet - District 26

**BUDGET COMMITTEE
AGENDA
MARCH 18, 2008**

2

15. Adopt a County Drain Debt Requirement of .0055 Mill for Inclusion on the December, 2008 Millage Levy (mailed)
16. Receive and File 2008 Contingency Report Update (mailed)
17. New Business
18. Public Participation
19. Adjournment

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO Receive and file presentation by Enterprise Leasing Company of Detroit

INTRODUCED BY: Commissioner Don Brown, Chair, Budget Committee

COMMITTEE/MEETING DATE
Budget 03-18-08



Government Strategic Partnership- Total Transportation Solution

Michigan Key Personnel

- Richard Williams - Group Corporate Account Manager
- Brett Frazee - Vice President, Fleet Management
- Paul DeClue - Vice President, Finance
- Chris Gould - Vice President and General Manager

Enterprise in Macomb County

- Macomb County Regional Headquarters located at 33245 Groesbeck Hwy., Fraser, MI
- 20 Rental branches serving County residents and businesses
- We have over 173 employees in Macomb County
- Over 100 with 4 year college degrees
- Hired 43 Macomb County residents in 2007
- 2200+ vehicles in operation
- We acquire over 1700 vehicles annually from dealerships in your community

Enterprise in Michigan

- Opened our first office in 1987
- We have over 1,200 employees throughout the state
- 21,000+ vehicles in operation
- We purchase over 13,500 vehicles annually from dealerships in communities throughout the state
- The Enterprise Rent-A-Car foundation has donated more than \$1,500,000 to Michigan registered non-profit efforts
- Hire and retain Michigan College Graduates

About Enterprise

- Founded in 1957
- Largest Rental Car Company in North America
- Privately held, family run business with world headquarters in St. Louis, MO
- One of the nation's leading commercial fleet management companies.
- Regionalized Michigan Headquarters.

Enterprise Capabilities

Total Transportation Program - Focused on helping to reduce overall travel, fleet and transportation costs.

- Customized Government Capabilities
 - Municipal Modeling
 - Virtual Fleet – as needed fleet
 - Virtual pool fleet
 - Vehicle on-demand
 - Undercover Vehicles
 - Nationwide Travel Program
 - Grant Reimbursement Programs
 - Long and short term flexibility
- Executive / Take-Home Vehicles
- Environmental needs
- Reimbursement Expense Control
- Seasonal Fleet Needs
- Billing and Funding Options
- Customizable:
 - Maintenance Programs
 - Reporting and Website

Products and Services

- Virtual Fleet - Utilizing the Enterprise Rent-A-Car program will add flexibility of renting a vehicle as needed as opposed to paying for that vehicle at all times.
- "Month or More" Rental Program - A program that will allow you, the customer to rent a vehicle for 1 to 11 months and receive discounts the longer you keep the vehicle.
- Municipal Leases - Flexible financing options that allows long term affordable vehicle leases. These leases can be "full service" and more dynamic than typical rental vehicles. Customizable and full service reporting and benefits available.
- Custom Website Capabilities - A unique offering from Enterprise Rent-A-Car is the ability to create a custom website for each customer to help drive compliance as well as to ensure the program is available to all departments.
- Nationwide Rental Program - As an Enterprise Rent-A-Car "Business Rental" program member, you are entitled to nationwide discounts for business or pleasure.

Environmental Platform

- Use green, Save green, Be green

Enterprise has the most comprehensive transportation offering in the industry, we also have the most comprehensive Environment Platform in the industry.

Enterprise Rent-A-Car



Empowering Our Customers:
Carbon Offset Program

Embracing New,
Clean Technologies



Most Fuel-Efficient Fleet

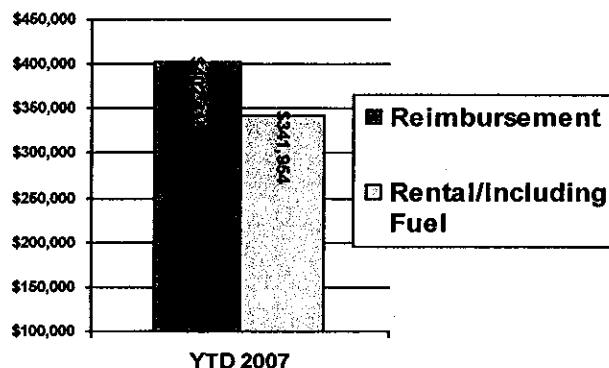
Research: The Enterprise
Rent-A-Car Institute for
Renewable Fuels



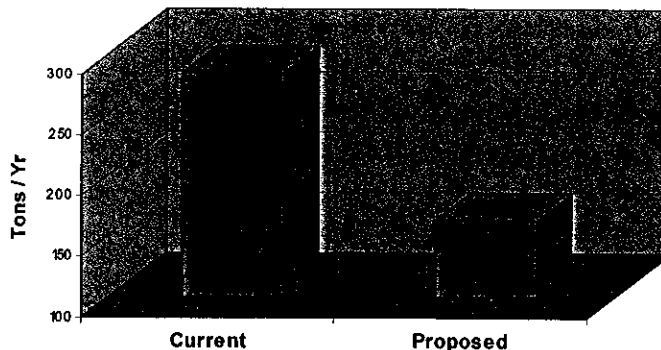
Conservation:
50 Years... 50 Million Trees

Government Fleet Modeling

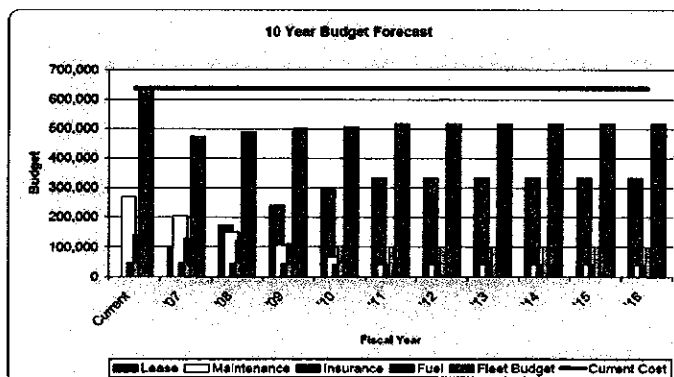
Reimbursement Comparison



Greenhouse Gas Emissions



Long Term Budget Modeling



Pool Fleet Model

Now			
Current Fleet			
Vehicle	Count	Mo. Cost	Total
Compact Truck	2	\$225.00	\$450.00
Mid Size Passenger Sedan	3	\$300.00	\$900.00
Full Size Passenger Sedan	6	\$170.00	\$1,020.00
SUV	2	\$390.00	\$780.00
Club Cab Mid Size Truck	2	\$370.00	\$740.00
Mid Size Passenger Van	2	\$340.00	\$680.00
Full Size Passenger Van	2	\$330.00	\$660.00
Total	49		\$17,420
Utilization		50.0%	

Now			
Vehicle	Average Annual Miles	# of Days Per Month	% Utilization
Compact Truck	12,500	11.0	50.0%
Mid Size Passenger Sedan	12,500	11.0	50.0%
Full Size Passenger Sedan	12,500	11.0	50.0%
SUV	12,500	11.0	50.0%
Club Cab Mid Size Truck	12,500	11.0	50.0%
Mid Size Passenger Van	12,500	11.0	50.0%
Full Size Passenger Van	12,500	11.0	50.0%
Average	12,500	11.0	50.0%

Flexibility

56%

Recommended			
Downsized			
Vehicle	Owned	Mo. Cost	Total
Compact Truck	0	\$225.00	0
Mid Size Passenger Sedan	0	\$300.00	0
Full Size Passenger Sedan	0	\$170.00	0
SUV	0	\$390.00	0
Club Cab Mid Size Truck	0	\$370.00	0
Mid Size Passenger Van	0	\$340.00	0
Full Size Passenger Van	0	\$330.00	0
Total	0		0
Leased			
Vehicle	Count	Mo. Cost	Total
Compact Truck	2	\$225.00	\$450.00
Mid Size Passenger Sedan	3	\$300.00	\$900.00
Full Size Passenger Sedan	6	\$170.00	\$1,020.00
SUV	2	\$390.00	\$780.00
Club Cab Mid Size Truck	2	\$370.00	\$740.00
Mid Size Passenger Van	2	\$340.00	\$680.00
Full Size Passenger Van	2	\$330.00	\$660.00
Total	27		\$11,134
Rental Days			
Vehicle	Count	Daily Rate	Total
Compact Truck	0	\$49.99	0
Mid Size Passenger Sedan	0	\$42.99	0
Full Size Passenger Sedan	0	\$47.99	0
SUV	0	\$59.99	0
Club Cab Mid Size Truck	60	\$49.99	2,999
Mid Size Passenger Van	3	\$59.99	180
Full Size Passenger Van	1	\$49.99	95
Total (Rental Days / 30)	2.13		\$3,274
Ave Fleet / % Saved / Mo. Cost	29	18.2%	\$14,408
Annual Savings		\$38,546	
Utilization		84%	

RECYCLABLE PAPER

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: APPROVE THE PURCHASE OF A REPLACEMENT K9 FOR THE SHERIFF'S OFFICE. THE PURCHASE AND TRAINING COSTS FOR THIS REPLACEMENT K9 WOULD BE APPROXIMATELY \$12,000.00 ; *forward to the Budget Committee for funding approval.*

INTRODUCED BY: COMMISSIONER KEITH RENGERT

COMMITTEE/MEETING DATE

J.P.S./March 10, 2008

Budget 3-18-08

Approved



MARK A. HACKEL

OFFICE OF THE SHERIFF

Kent B. Lagerquist
UNDERSHERIFF

TO: Commissioner Keith Rengert
Chairman, Justice and Public Safety Committee

FROM: Sheriff Mark A. Hackel

DATE: February 5, 2008

RE: JPS Agenda – March 10, 2008

Please consider this my formal request to be placed on the Agenda for the March 10, 2008 Justice and Public Safety Committee Meeting. I am requesting approval for funding to purchase a replacement K9 for the Sheriff's Office. One of our K9's is at the end of its service life due to medical issues.

The Sheriff's Office provides K9 support services not only on a county-wide basis but also regionally in the tri-county area. Losing a K9 without having a replacement would hamper response times and coverage in the support role of the Sheriff's Office.

The new K9 would cost approximately \$12,000.00 which includes the purchase of the dog and all training necessary to certify it for patrol duties. The dog would be acquired and trained through the Macomb Community College Criminal Justice Training Center. Training will take fifteen weeks once a dog is found and meets screening approval.

If you have further questions or need additional information, please contact either myself or Captain Dave Teske (586-307-9337) at anytime.

Respectfully,

A handwritten signature in black ink that reads "Mark A. Hackel".

Sheriff Mark A. Hackel

/ks

RECYCLABLE PAPER

RESOLUTION NO. _____ FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Recommend approval and refer to Budget Committee the Agreement with Birchler-Arroyo Associates for \$26,250 for consulting services to develop a Macomb County Development Certification Program. Funding is available in the department's Economic Development Account

INTRODUCED BY: Kathy Vosburg, Chair, Planning and Economic Development Committee

DESCRIPTION:

COMMITTEE/MEETING DATE

PED	3-11-08	Approved
Budget	3-18-08	

**AGREEMENT FOR
PLANNING CONSULTANT SERVICES**

THIS AGREEMENT has been made and entered into on this _____ day of _____, 2008, by the Department of Planning and Economic Development for Macomb County, Michigan, hereinafter referred to as the "Department" and Birchler Arroyo Associates, Inc., herein-after referred to as the "Planners" with offices located at 28021 Southfield Rd., Lathrup Village, Michigan 48076.

WITNESSETH:

WHEREAS, the mission of the Department of Planning and Economic Development includes the responsibility to foster coordination between communities by educating, promoting, enhancing, and advocating sound planning practices to create sustainable communities, address quality of life issues and protect the natural environment.

WHEREAS, it is the intention of the Department to attract quality development to the County and send a message to potential investors and developers that clear and efficient development review procedures are a priority for the County and participating municipalities.

WHEREAS, it is the intention of the Department, in order to carry out the above-mentioned duties, to engage the technical assistance of the Planners identified above,

NOW THEREFORE, in consideration of the foregoing and of the mutual agreement hereinafter set forth, the Department and the Planners do agree for themselves and their respective successors and assigns as follows:

SECTION 1. Work Plan / Scope of Services

The following is an outline and description of the scope of services proposed by Birchler Arroyo Associates, Inc. for the first two phases of the *Macomb County Development Certification Program*.

Task 1. Kickoff Meeting, Preparation of Program Overview

The first step in the process is to ensure that all participants agree to and understand the work program goals and objectives. A Kick-off Meeting will be held to discuss, eligibility requirements, official program name and logo. In addition refined program objectives will be drafted. The meeting will serve as an information exchange exercise wherein relevant information will be shared. The format and locations for the Best Practice Identification Workshops (Task 2) will be determined. The Department will identify and secure the location of for the Kick-off Meeting and BA will facilitate the meeting and prepare the meeting materials.



Based on the input from the Kick-off Meeting program overview materials will be assembled for the review and approval of the Department. Approved materials will be posted by the county on its web site. An email contact program will be used to filter information about the program to county communities. The Planners will develop the text and design the emails for review by County staff and distribution will be via Constant Contact email service. It is anticipated that up to five email blasts will be included. A tri-fold brochure will be designed for distribution to County Communities.

Task 1 Outcomes

- ◆ Kick-off Meeting with County Staff
- ◆ Establishment of Certification Program official name and logo (County will develop name and logo with review and input from Planners)
- ◆ Development of refined program description and overview including program objectives
- ◆ Establishment of Best Practices Workshop Schedule and Format
- ◆ Development of Tri-fold brochure describing Development Certification Program
- ◆ Web page (by County) and e-mail notification program (by Planners using email management service Constant Contact) to elicit interest from Macomb communities

Approximate Time frame for Task 1: Kickoff meeting Month #1, Logo, Web, Brochure, & Email Program: Months #2-4

Task 2. Identification of Best Practices

BA will conduct four (4) workshops in a casual format with Department staff and community stakeholders such as representatives of the legislative body, planning commission and municipal staff and consultants, to discuss local development review practices including discussion of successes and challenges. An additional workshop will be conducted with development and design professionals in the County to discuss their successes and challenges developing property in the County. The workshops will result in the identification of the applicable best practices intended to improve the development application, review and permit processes that will form the basis of the County's Development Certification program. The Department will be responsible for identifying and securing the workshop locations. BA will prepare invitations and notices for email distribution and web posting. The Department will handle any additional mailing of invitations and contacts including invitation responses. Birchler Arroyo will present a document outlining the Best Practices for Macomb County Development Review to the Department of Planning and Economic Development, for its consideration and approval. The document will include a description of the public input process and will be posted on the web page.

Task 2 Outcomes

- ◆ 5 Workshops at designated locations within the County
- ◆ Description of Best Practices for Rural and Urban Communities
- ◆ Best Practices Document (including .pdf posted on the web page)
- ◆ Presentation of Best Practices document

Approximate Time frame for Task 2: Five Workshops Months # 4-5, Description of Best Practices and Document: Months #6-8

COST OF SERVICES

The table below provides a cost estimate Tasks 1 and 2 of the County's Development Certification Program. This cost is based upon the program described above.



**BIMCHLER ARROYO
ASSOCIATES, INC.**

Work Program	Subtotal
Task 1	
Kickoff Meeting	\$1,000
Program Framework	\$750
Details of Program Elements	\$2,500
Promotional Materials	\$1,500
Email Contact Program (develop text, design, & distribute)	\$2,500
Best Practices Workshop(s) Materials & Preparation	\$1,500
Task 2	
5 Best Practice Workshops @ \$1,600 each	\$8,000
Best Practice Document	\$7,500
Presentation and Adoption	\$1,000
Total for Tasks 1 and 2	\$26,250

Note: All mailings, postage, copy costs, and out-of-pocket expenses will be paid for by the Department, and are not part of the project cost. This proposal is valid for 90 days from February 7, 2008.

MISCELLANEOUS DETAILS

- 1) Cost Breakdown and Payment Schedule - Each of the work items will be billed in accordance with the progress payment schedules in the above work program summary, as they are completed, at the end of the month in which they are delivered to the Department. The amount billed will be based on the progress payment stated for each item in the above table. All out of pocket expenses for printed, purchase of data, etc. are not included in the cost quote and will be billed at cost.
- 2) If the duration of the contract job extends beyond the timeline set forth in this agreement for reasons beyond the Planners control, the cost of services will be adjusted accordingly to reflect increases in cost to the Planners.
- 3) The Planners will provide five (5) copies of all program overview materials and the Best Practices document once it is developed. Additional copies would be available at the Department's request, at Planner's actual cost. One (1) copy of the materials for the Tasks 1 & 2 of the Development Certification program will be provided on CD to the Department in Adobe Acrobat format.

SECTION 2. It is understood that the Planners will have the cooperation of the Department of Planning and Economic Development in the collection of basic data, and other information for the above work.



**BIRCHLER ARROYO
ASSOCIATES, INC.**

SECTION 3. The Department of Planning and Economic Development agrees to reimburse the Planners for the development of the Macomb County Development Certification Program in accordance with the above Development Certification Work Program Summary And Progress Payment Schedule.

SECTION 4. It is understood that Rodney L. Arroyo, AICP, will be responsible for project management for performing the work for the Department that is specified under this Agreement. The scope of this project may also necessitate involvement by our Senior Planner, Associate Planner, and our GIS Technician / Graphic Designer.

SECTION 5. This Agreement may be terminated by either the Department or the Planners individually or jointly upon thirty (30) days written notice to the Department and/or Planners. Compensation during the notice period will be paid by the Department to the Planners if services are faithfully rendered to the Department during that time. All reports, maps and other original materials generated under this Agreement shall become the property of the Department upon termination of this Agreement. Originals may be maintained at the Planner's offices or by the Department, at the Department's discretion. All reports, maps and other original materials generated under this Agreement shall become the property of the Department upon termination of this Agreement. The Planners reserve the right to copyright sketches and concepts portrayed in the program documents as intellectual property, however, the Department is hereby granted permission to reproduce and use all such materials for the Development Certification Program.

SECTION 6. For and in consideration of the faithful performance of the services, as herein set forth, the Department will hire the Planners, commencing on _____ 2008.

IN WITNESS WHEREOF, we set our hands and seals the date and year first set forth in this Agreement.

MACOMB COUNTY DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT

Stephen Cassin, Executive Director

BIRCHLER ARROYO ASSOCIATES, INC.



David C. Birchler, AICP, PCP
President



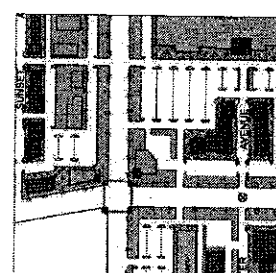
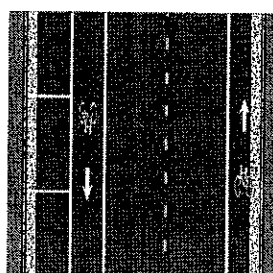
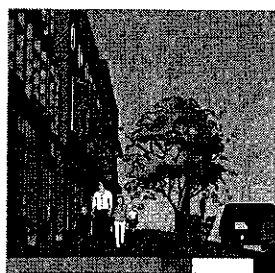
Rodney L. Arroyo, AICP
Vice President



BIRCHLER ARROYO ASSOCIATES, INC.
PLANNING COMMUNITIES & TRANSPORTATION SYSTEMS

FIRM PROFILE

SINCE 1989, BIRCHLER ARROYO ASSOCIATES, INC. HAS BEEN a leader in community planning and transportation consulting in Michigan. Committed to best practices, the firm's planning and transportation experts provide planning, zoning, traffic and urban design services to both public and private clients, generating solutions that reflect the vision of the client.



HISTORY

Birchler Arroyo Associates, Inc. was formed in 1989 by David C. Birchler, AICP, PCP and Rodney L. Arroyo, AICP. Mr. Birchler, Past President of the Michigan Chapter of the American Planning Association (now MAP), and Mr. Arroyo, founder and past editor of *Planning Michigan*, first worked together volunteering for their professional organization. They discovered that they had a common vision and desire to provide quality planning and transportation services to Michigan municipalities. Currently, the firm serves approximately 20 communities, ranging from urban to rural.

DEDICATED PARTNERS

The corporate philosophy of Birchler Arroyo is to develop and maintain a high quality staff, work in partnership with our clients to use the talents of our staff effectively, and maintain long-term relationships with our clients through quality control and dedication to creative planning. We have established lasting relationships with communities, providing years and, often, decades of continued service.

Our Principals play a leadership role in every project, working closely with other senior professionals to ensure a product that fits each community's individual needs. Our talented staff includes nationally certified community planners, transportation planners, and a PTOE-certified and Michigan-registered professional engineer. Each member of our team is dedicated to providing products and services that achieve your goals and exceed your expectations.

Birchler Arroyo staff members are leaders in planning education. BA authored the Michigan Association of Planning's (MAP) Site Plan Review and Subdivision Design Advanced Training Workshops. BA staff members also offer instruction through Michigan State University Extension's Citizen Planner Program and the Michigan Department of Transportation's Access Management training program.

MASTER PLANS

RECREATION PLANS

DOWNTOWN PLANS

PARKING STUDIES

COMMUNITY VISIONING

ZONING ORDINANCES

SITE PLAN REVIEW

TRAFFIC ENGINEERING

TRANSPORTATION PLANS

ACCESS MANAGEMENT

PC, ZBA & DDA TRAINING

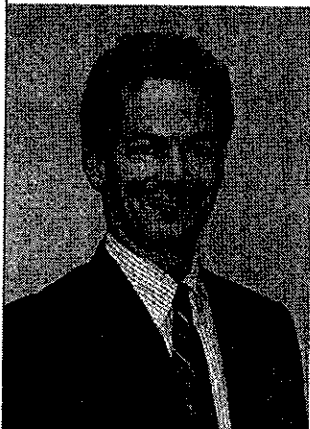
EXPERT WITNESS SERVICES

BIRCHLER ARROYO ASSOCIATES, INC.
28021 Southfield Road
Lathrup Village, MI 48076
tel 248.423.1776
fax 248.423.1793
birchlerarroyo@birchlerarroyo.com
www.birchlerarroyo.com



VICE PRESIDENT RODNEY L. ARROYO, AICP

RODNEY ARROYO HAS OVER 25 YEARS OF professional experience providing both planning and traffic consulting services to municipalities and the private sector. His planning experience includes master plans, zoning ordinances, corridor studies, recreation plans, and wireless communication facility plans. His transportation expertise includes thoroughfare plans, parking studies, traffic impact studies, training, and access management plans. He also serves as an expert witness in the areas of planning and traffic impact analysis.



CONTACT

Rodney L. Arroyo, AICP

28021 Southfield Road
Lathrup Village, MI 48076

tel 248.423.1776

fax 248.423.1793

rarroyo@birchlerarroyo.com

Rod is a member of the American Planning Association (including its Transportation Planning and Private Practice Divisions), Institute of Transportation Engineers and Michigan Association of Planning (including its Leadership Council).

Rod is an approved instructor in access management by the Michigan Department of Transportation (MDOT). He has also been selected by Michigan State University Extension (MSUE) as an instructor for the Citizen Planner certification program. Rod and his staff developed the Michigan Association of Planning's Advanced Training Programs in Site Plan Review and Subdivision Review and Design.

Previous experience includes serving as Assistant Director of the South Florida Regional Planning Council and Senior Associate with Barton-Aschman Associates, Inc. (now Parsons Transportation Group).

RECENT AWARDS

- ✦ **2007 Outstanding Planning Project Award for a Plan** for the City of Troy Big Beaver Corridor Study; awarded by the Michigan Association of Planning
- ✦ **2007 Vernon Deines Award for an Outstanding Small Town or Rural Plan** for the City of Adrian Comprehensive Plan; awarded by the APA Small Town & Rural Planning Division
- ✦ **2005 Award for Excellence for an Outstanding Small Community Planning Project** for the Bridgewater and Manchester Townships Wireless Facilities Master Plan; awarded by the APA Small Town & Rural Planning Division
- ✦ **2002 Award for Excellence for an Outstanding Small Community Planning Project** for the Bridgewater Township Master Plan; awarded by the APA Small Town & Rural Planning Division
- ✦ **2002 Outstanding Planning Project Award for a Plan** for the Bridgewater Township Master Plan; awarded by the Michigan Association of Planning
- ✦ **2000 Outstanding Planning Award** for the City of Detroit Development Manual; awarded by the Michigan Society of Planning
- ✦ **1998 Outstanding Planning Award** for the City of Novi Development Review Guidebook; awarded by the Michigan Chapter of the APA and the Michigan Society of Planning Officials

For more information, visit our website at www.birchlerarroyo.com



SENIOR PLANNER HEIDI M. HANNAN, AICP

HEIDI M. HANNAN, AICP IS A SENIOR PLANNER at Birchler Arroyo Associates, Inc. She received a Master of Urban Planning from Wayne State University, and a Bachelor of Science in Political Science, with a concentration in Public Administration, from Central Michigan University. She is a certified planner with the American Institute of Certified Planners, and a member of the American Planning Association (APA) and Michigan Association of Planning (MAP).

CONTACT

Heidi M. Hannan, AICP

28021 Southfield Road
Lathrup Village, MI 48076

tel 248.423.1776

fax 248.423.1793

hannan@birchlerarroyo.com



Heidi brings extensive experience to the Birchler Arroyo team. Her involvement with local community development and planning ranges from administering the development review process to assisting with ordinance formation to long range comprehensive planning. Her responsibilities include management of individual planning projects as well as providing ongoing assistance to a number of Birchler Arroyo's client communities. Heidi's clients include large urban cities, rapidly growing suburbs, and rural townships.

Heidi's experience also includes training and educational activities. She has been an instructor for numerous training programs for client communities and state-wide organizations.

As Community Development Coordinator for the City of Novi, Heidi facilitated planning efforts between local property owners, developers and citizens in the Town Center District. She also coordinated the Capital Improvements Program and assisted in efforts to streamline the development review process.

AWARD

- ✦ **2000 Outstanding Planning Award**
for the City of Detroit Development Manual; awarded by the Michigan Society of Planning

PROFESSIONAL SERVICE

- ✦ Instructor, Citizen Planner Program, Michigan State University Extension
- ✦ Instructor, St. Clair County Metropolitan Planning Commission Winter Training Seminar
- ✦ Certified Instructor, Michigan Association of Planning

For more information, visit our website at www.birchlerarroyo.com



BIRCHLER ARROYO ASSOCIATES, INC.
PLANNING COMMUNITIES & TRANSPORTATION SYSTEMS

AWARDS

Birchler Arroyo Associates has won four national planning awards and seven state planning awards in the past decade.

CITY OF TROY BIG BEAVER CORRIDOR STUDY
2007 Outstanding Planning Project Award
Michigan Association of Planning

CITY OF ADRIAN COMPREHENSIVE PLAN
2007 Vernon Deines Award for a Small Town or Rural Plan
APA Small Town & Rural Planning Division
2007 Outstanding Planning Project Award - Honorable Mention
Michigan Association of Planning

BRIDGEWATER & MANCHESTER TOWNSHIPS
WIRELESS FACILITIES MASTER PLAN
2005 Award for Excellence
APA Small Town & Rural Planning Division

BRIDGEWATER TOWNSHIP MASTER PLAN
2002 Award for Excellence
APA Small Town & Rural Planning Division
2002 Outstanding Planning Project Award
Michigan Society of Planning

CITY OF DETROIT DEVELOPMENT MANUAL
2000 Outstanding Planning Project Award
Michigan Society of Planning

SHELBY CENTER DESIGN PLAN
1999 Outstanding Planning Project Award
Michigan Society of Planning

CITY OF NOVI DEVELOPMENT REVIEW GUIDEBOOK
1998 Outstanding Planning Project Award
Michigan Society of Planning

VILLAGE OF NEW HAVEN MASTER PLAN
1998 Award for Excellence
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RECYCLABLE PAPER

RESOLUTION NO. _____

MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

* SEE BELOW

RESOLUTION TO: Suspend the West Nile Virus Community Assistance Program

INTRODUCED BY: Commissioner Philis DeSaele, Chairperson, Health Services Committee

The Health Department recommends suspending the West Nile Virus Community Assistance Program. The program reimburses local communities for West Nile prevention activities. While the preventative measures need to continue, County funding of the local programs should not continue in light of current budget constraints.

***At the 3-13-08 Health Services Committee meeting, the following motion was approved:**

MOTION

A motion was made by Gielegghem, supported by Doherty, to suspend the West Nile Virus Community Assistance Program and refer to the Budget Committee for placement of the remaining funds to reduce the budget deficit. **The Motion Carried.**

Health Services --- March 13, 2008 APPROVED
Budget 3-18-08

RECYCLABLE PAPER

RESOLUTION NO.

FULL BOARD MEETING DATE

AGENDA ITEM

MACOMB COUNTY, MICHIGAN

RESOLUTION TO adopt the County of Macomb Refunding Bond Resolution (Bonds not to exceed \$2,750,000) and the Resolution Approving the Undertaking to Provide Continuing Disclosure by the County of Macomb.

INTRODUCED BY: Commissioner Don Brown, Chair, Budget Committee

COMMITTEE/MEETING DATE

Budget/March 18, 2008



FINANCE DEPARTMENT

10 N. Main St., 12th Floor
Mount Clemens, Michigan 48043
586-469-5250 FAX 586-469-5847

March 4, 2008

David M. Diegel
Finance Director

John H. Foster
Assistant Finance Director

Robert Grzanka, C.P.A.
Internal Audit Manager

Stephen L. Smigiel, C.P.A.
Accounting Manager

Commissioner Don Brown, Chairperson
and Members of the Budget Committee
9th Floor-Administrative Building
Mount Clemens, Michigan 48043

Dear Commissioner:

The Macomb County Board of Commissioners previously issued Michigan Transportation Fund bonds to finance the County Bridge Program in the total amount of \$15,000,000 issued in two series of \$5,000,000 (Series A) and \$10,000,000 (Series B).

A recent analysis of the Series A Transportation Fund bonds has shown that the County could save \$69,000 net if the outstanding bonds in the amount of \$2.6 million were called and a refunding bond series were issued in their place (see attached Sources and Uses Analysis).

The outstanding bonds were originally issued as Michigan Transportation Fund Bonds and as such were authorized by resolution of the Board of County Road Commissioners of Macomb County dated December 9, 1999 and by resolution of the Macomb County Board of Commissioners dated December 16, 1999.

The Board of County Road Commissioners of Macomb County adopted a resolution authorizing the above re-funding on February 21, 2008. We are now asking that the Macomb County Board of Commissioners finalize the re-funding by adopting the enclosed resolution (s) and thus effecting a net reduction in financing costs of \$69,000.

Sincerely yours,

David M. Diegel
Finance Director

Enclosures

MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzyj - District 1
Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Jon M. Switalski - District 4
Susan L. Doherty - District 5

Joan Flynn - District 6
Sue Rocca - District 7
David Flynn - District 8
Robert Mijac - District 9
Philis DeSaele - District 10

Ed Szczepanski - District 11
Peter J. Lund - District 12
Don Brown - District 13
Brian Brdak - District 14
Keith Rengert - District 15

William A. Crouchman
District 23
Chairman

Dana Camphous-Peterson
District 18
Vice-Chair

Leonard Haggerty
District 21
Sergeant-At-Arms

Carey Torrice - District 16
Ed Bruley - District 17
Paul Gielegem - District 19
Kathy Tocco - District 20

Betty Slinde - District 22
Sarah Roberts - District 24
Kathy D. Vosburg - District 25
Leon Drolet - District 26



\$2,685,000
County of Macomb
Michigan Transportation Fund Refunding Bonds, Series 2008
(Refunds Series A Bonds)

NET SOURCES AND USES

Dated Date: 03/01/08
Closing Date: 03/01/08

Sources:

Bond Proceeds	\$2,685,000.00
Issuer Contribution	0.00
Accrued Interest	0.00
	<hr/>
	<u>\$2,685,000.00</u>

Uses:

Escrow Fund	\$2,603,108.39
Costs of Issuance	40,000.00
Underwriter's Discount (1.5%)	40,275.00
Interest Account	0.00
Available Amount	1,616.61
	<hr/>
	<u>\$2,685,000.00</u>

Net Savings:	\$69,652.50
Present Value Savings:	\$63,194.47
Percent of refunded par:	2.579%

**RESOLUTION OF BOARD OF COUNTY ROAD COMMISSIONERS
AUTHORIZING THE ISSUANCE OF
MICHIGAN TRANSPORTATION FUND REFUNDING BONDS, SERIES 2008**

The following proceedings took place at a regular meeting of the Board of County Road Commissioners of the County of Macomb (the "Road Commission") held at Mt. Clemens, Michigan on the 21st day of February, 2008, at 10:00 a.m. Eastern Standard Time:

PRESENT: Fran Gillett, Tom Raymus, Bob Sawicki

ABSENT: None

The following resolution was offered by Raymus and seconded by Sawicki.

WHEREAS, on June 20, 2000 the County of Macomb, State of Michigan (the "County") issued its Michigan Transportation Fund Bonds, Series A in the aggregate principal amount of \$5,000,000 (the "Prior Bonds") pursuant to the provisions of Section 18c of Act No. 51, Michigan Public Acts of 1951, as amended ("Act 51"), for the purpose of defraying the cost of the construction and reconstruction of County roads;

WHEREAS, the Prior Bonds remain outstanding in the aggregate principal amount of \$3,115,000, mature in various principal amounts in various years and bear interest at various rates per annum which rates of interest are higher than those now prevailing and which when refunded in part will generate a savings to the County; and

WHEREAS, Act No. 34, Public Acts of Michigan, 2001, as amended, ("Act 34") authorizes the County to refund all or any part of its indebtedness; and

WHEREAS, the County plans to authorize the issuance of not to exceed \$2,750,000 in Michigan Transportation Fund Refunding Bonds, Series 2008 (the "Refunding Bonds") to refund all or part of the Prior Bonds.

BE IT RESOLVED BY THE BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF MACOMB, STATE OF MICHIGAN, as follows:

1. The Road Commission hereby finds and determines that it is in the best interest of the County and the Road Commission to refund all or part of the Prior Bonds as provided in the County's resolution attached hereto as Exhibit A.

2. The Road Commission hereby recommends that Refunding Bonds of the County, pledging for their payment Michigan

2. The Road Commission hereby recommends that Refunding Bonds of the County, pledging for their payment Michigan Transportation Funds received and to be received by the County (but also supported by the agreement of the County to make advancements to make up any deficiencies of the funds so pledged) and the agreement of the County to appropriate 50% of the amount due as debt service on the Refunding Bonds to be issued, be issued in the aggregate principal amount of not to exceed \$2,750,000, in accordance with Act 51 and Act 34.

3. The Chief Administrative Officer of the Road Commission, if necessary, is authorized to execute any and all documents required for approval of the Refunding Bonds by the State of Michigan or any agency thereof and to provide any necessary documentation and to pay the related fee.

4. The Road Commission hereby approves the form of resolution prepared for adoption by the Board of Commissioners of the County attached hereto as Exhibit A, and the Road Commission recommends that the resolution be adopted by the Board of Commissioners and that the Refunding Bonds therein described be issued as therein provided.

5. This Resolution, once adopted, certified and delivered to the Board of Commissioners of the County, shall constitute the written recommendation of the Road Commission required under Section 18c of Act No. 51.

ADOPTED: YEAS: Gillett, Raymus, Sawicki

NAYS: None

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I certify that the foregoing is a true and complete copy of a resolution adopted by the Board of County Road Commissioners of the County of Macomb at its meeting held on February 21st, 2008, the original of which is on file in my office, and that notice of the meeting was given as required by law.

Sue C. Furry
Secretary
Board of County Road Commissioners
of the County of Macomb

SEAL

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**COUNTY OF MACOMB
BOARD OF COMMISSIONERS**

At a _____ meeting of the Board of Commissioners of Macomb County held at the _____, Mt. Clemens, Michigan on _____, 2008, at ____:____ .m., Eastern Standard Time, there were:

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and seconded by Commissioner _____:

**RESOLUTION APPROVING THE UNDERTAKING TO PROVIDE CONTINUING
DISCLOSURE BY THE COUNTY OF MACOMB**

WHEREAS, the County of Macomb (the "County") by resolution of its Board of Commissioners has approved the issuance of the County of Macomb, Michigan Transportation Fund Refunding Bonds, Series 2008 in the aggregate principal amount of not to exceed \$2,750,000 (the "Refunding Bonds"); and

WHEREAS, Bond Counsel, in order to comply with federal securities regulations, has prepared this resolution and Continuing Disclosure Certificate (the "Disclosure Certificate") which Disclosure Certificate is attached as Appendix A.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF MACOMB as follows:

1. This Board of Commissioners, for and on behalf of the County of Macomb, hereby covenants and agrees, for the benefit of the beneficial owners of the Refunding Bonds to be issued by the County of Macomb, to enter into a written undertaking (the "Undertaking") required by Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be substantially in the form attached hereto as Appendix A. The Undertaking shall be enforceable by the beneficial owners of the Refunding Bonds or by the Underwriter on behalf of such beneficial owners (provided that the Underwriter's right to enforce the provisions of the Undertaking shall be limited to a right to obtain specific enforcement of the County's obligations hereunder and under the Undertaking), and any failure by the County to comply with the provisions of the Undertaking shall not be deemed a default with respect to the Refunding Bonds.

The County Treasurer, County Finance Director, or Clerk shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the terms of the County's Undertaking.

2. The Disclosure Certificate attached as Appendix A is hereby approved as is the execution thereof by the designated officials.

3. All resolutions, or portions thereof, insofar as they may be in conflict with the foregoing, are hereby rescinded.

A vote on the foregoing resolution was taken and was as follows:

YES: _____

NO: _____

ABSTAIN: _____

The Resolution was declared adopted.

CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of the County of Macomb, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County at a _____ meeting held on _____, 2008, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the County, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Macomb County Clerk

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APPENDIX A

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the **County of Macomb** (the "Issuer") in connection with the issuance of \$_____ **County of Macomb, Michigan Transportation Fund Refunding Bonds, Series 2008** (the "Securities"). The Securities are being issued pursuant to a Refunding Bond Resolution adopted by the Governing Body of the Issuer on _____; a Resolution Approving the Undertaking to Provide Continuing Disclosure by the County of Macomb; and an Award Order signed by the Treasurer of the Issuer on _____, _____ (collectively the "Resolution") and delivered to _____ (the "Purchaser") on the date hereof. Pursuant to the Resolution, the Issuer has covenanted and agreed to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events. In addition, the Issuer hereby specifically covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the beneficial owners of the Securities in order to assist the Participating Underwriters within the meaning of the Rule (defined herein) in complying with SEC Rule 15c2-12(b)(5). This Disclosure Certificate constitutes the written Undertaking required by the Rule.

Section 2. Definitions. In addition to the defined terms set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any annual report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Audited Financial Statements" means the Issuer's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles [GAAP for governmental units as prescribed by GASB] and which the Issuer intends to continue to prepare in substantially the same form.

"Fiscal Year" means the fiscal year of the Issuer.

"Final Official Statement" means the final official statement dated _____, _____ delivered in connection with the Securities, which is available from the MSRB.

"Governing Body" means the **Board of Commissioners** of the Issuer or such other body as may thereafter be the chief legislative body of the Issuer.

"Issuer" means **County of Macomb** which is an obligated person with respect to the Securities.

"Issuer Contact" means the **Clerk, Finance Director or Treasurer** of the Issuer who can be contacted at the **County**.

"Material Event" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board located at 1150 18th Street, N.W., Suite 400, Washington, D.C. 20036.

"NRMSIR" means any nationally recognized municipal securities information repository as recognized from time to time by the SEC for purposes of the Rule.

"Participating Underwriter" means any of the original underwriter(s) of the Securities (including the Purchaser) required to comply with the Rule in connection with the offering of the Securities.

"Repository" means each NRMSIR and each SID, if any.

"Rule" means SEC Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" means the Securities and Exchange Commission.

"SID" means any public or private repository or entity designated by the State of Michigan as a state information depository for the purpose of the Rule. The SID shall be the Municipal Advisory Council of Michigan, 1445 First National Building, Detroit, Michigan 48226.

Section 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) The Issuer shall, not later than two hundred seventy (270) days after the end of the Fiscal Year, commencing with the year that ends **December 31, _____**, provide each Repository with annual financial information which is consistent with the requirements of Section 4 of this Disclosure Certificate. The annual financial information may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Audited Financial Statements of the Issuer may be submitted separately from the balance of the annual financial information; and provided further that unaudited financial statements will be included with the other financial information, if audited statements have not already been furnished.

(b) If the Issuer is unable or fails to provide to the Repositories an Annual Report by the date required in subsection (a), the Issuer shall send a notice of that fact in a timely manner to any NRMSIR, the MSRB and any SID.

(c) The Issuer shall determine each year prior to the date for providing the Annual Report the name and address of each NRMSIR and each SID, if any.

Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the following:

Updates of the "State Equalized Valuation", "Taxable Valuation", "County Tax Rates and Levies", "Tax Collection Record", "General Fund Revenues and Expenditures", and "Debt Statement (Direct and Overlapping Debt)" contained in the Final Official Statement and the current Audited Financial Statements.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of the Repositories or the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

Section 5. Reporting of Material Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events in a timely manner, if material, with respect to the Securities:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or events affecting the tax-exempt status of the Securities;
7. Modification to rights of beneficial owners of the Securities;
8. Securities calls;

9. Defeasances;

10. Release, substitution or sale of property securing repayment of the Securities; and

11. Rating changes.

(b) Whenever a Material Event occurs, the Issuer shall promptly file a notice of such occurrence with either all NRMSIRs or with the MSRB and with any SID. Notwithstanding the foregoing, notice of Material Events described in subsections (a) (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is required to be given to beneficial owners of affected Securities pursuant to the Resolution.

(c) Unless otherwise required by law and subject to technical and economic feasibility, the Issuer shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the Issuer's information.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under the Resolution and this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all the Securities.

Section 7. Issuer Contact; Agent. Information may be obtained from the Issuer Contact. Additionally, the Issuer may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under the Resolution and this Disclosure Certificate, and may discharge any such agent, with or without appointing a successor dissemination agent. The initial dissemination agent shall be the Municipal Advisory Council of Michigan, 1445 First National Building, Detroit, Michigan 48226.

Section 8. Amendment; Waiver. Notwithstanding any other provision of the Resolution or this Disclosure Certificate, as provided in this Section 8, any provision of this Disclosure Certificate may be amended or waived, if such amendment or waiver is supported by an opinion of nationally recognized Refunding Bond counsel to the effect that such amendment or waiver would not, in and of itself, cause the undertakings to violate the Rule. The provisions of this Disclosure Certificate constituting the Undertaking or any provision hereof, shall be null and void in the event that the Issuer delivers to each then existing NRMSIR and SID, if any, an opinion of nationally recognized Refunding Bond counsel to the effect that those portions of the Rule which require this Disclosure Certificate are invalid, have been repealed retroactively or otherwise do not apply to the Securities. The provisions of this Disclosure Certificate constituting the Undertaking may be amended without the consent

of the beneficial owners of the Securities, but only upon the delivery by the Issuer to each then existing NRMSIR and SID, if any, of the proposed amendment and an opinion of nationally recognized Refunding Bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect compliance by the Issuer under this Disclosure Certificate with the Rule. Any such amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Issuer or other obligated person (as defined in the Rule) or type of business conducted. No such amendment may be made unless the Undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Securities, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances. No such amendment shall be made unless it does not materially impair the interests of beneficial owners of the Securities, as determined by nationally recognized Refunding Bond counsel. The annual financial information containing any amended operating data or amended financial information will explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the Undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made will present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison will include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the Issuer or any obligated person to meet its obligations. To the extent reasonably feasible, the comparison will also be quantitative. A notice of the change in the accounting principles will be sent to each then existing NRMSIR or the MSRB, and to the SID, if any.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include

it in any future Annual Report or notice of occurrence of a Material Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any beneficial owner of the Securities may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Resolution and this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default with respect to the Securities and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer the Participating Underwriters and beneficial owners from time to time of the Securities, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity effective the _____ day of _____, _____.

[Executive Officer]

Clerk/Secretary

[SEAL]

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**EXHIBIT A
COUNTY OF MACOMB
BOARD OF COMMISSIONERS**

At a _____ meeting of the Board of Commissioners of Macomb County held at the _____, Mt. Clemens, Michigan on _____, 2008, at ____:____.m., Eastern Standard Time, there were:

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and seconded by Commissioner _____:

**REFUNDING BOND RESOLUTION
BONDS NOT TO EXCEED \$2,750,000
County of Macomb**

Michigan Transportation Fund Refunding Bonds, Series 2008

WHEREAS, on June 20, 2000 the County of Macomb, State of Michigan (the "County") issued its Michigan Transportation Fund Bonds, Series A in the aggregate principal amount of \$5,000,000 (the "Prior Bonds") pursuant to the provisions of Section 18c of Act No. 51, Michigan Public Acts of 1951, as amended ("Act 51"), for the purpose of defraying the cost of the construction and reconstruction of County roads;

WHEREAS, the Prior Bonds remain outstanding in the aggregate principal amount of \$3,115,000, mature in various principal amounts in various years and bear interest at various rates per annum which rates of interest are higher than those now prevailing and which when refunded in part will generate a savings to the County; and

WHEREAS, Act No. 34, Public Acts of Michigan, 2001, as amended, ("Act 34") authorizes the County to refund all or any part of its indebtedness; and

WHEREAS, the County may call \$2,450,000 of the Prior Bonds maturing in the years 2010 through 2015 on December 1, 2009; and

WHEREAS, the Prior Bonds were issued at a time when interest rates were much higher than is currently the case and, accordingly, bear rates of interest in excess of current tax-exempt interest rates; and

WHEREAS, the County has determined that it is necessary and appropriate at this time to issue a series of refunding bonds

pursuant to Act 51 and pursuant to Act 34, to refund in part the Prior Bonds.

WHEREAS, the maximum annual amount for the payment of principal and interest on outstanding bonds issued under the provisions of Act No. 143 of the Public Acts of 1943, as amended, ("Act 143") and the proposed Refunding Bonds will not exceed 50% of the total amount received by the Road Commission from the Michigan Transportation Fund during the fiscal year ending December 31, 2008; and

WHEREAS, the maximum annual principal and interest requirements on the Refunding Bonds and on outstanding bonds issued under Section 18c of Act 51 shall not exceed an amount equal to 20% of the moneys received by the Road Commission from the Michigan Transportation Fund during the fiscal year next preceding the issuance of the Bonds; and

WHEREAS, the Refunding Bonds will comply with all the requirements and are within the limitations expressed in Act 51.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF MACOMB as follows:

1. **Issuance of Refunding Bonds.** Refunding bonds of the County aggregating in the principal not to exceed Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) (the "Refunding Bonds") shall be issued and sold pursuant to the provisions of Act 34, and other applicable statutory provisions, for the purpose of refunding part or all of the outstanding Prior Bonds (the "Refunded Bonds").

2. **Refunding Bond Details.** The Refunding Bonds shall be known as "County of Macomb, Michigan Transportation Fund Refunding Bonds, Series 2008" and shall be dated March 1, 2008 or such later date not more than twelve calendar months thereafter as the County Treasurer shall provide in the Request for Proposal. The Refunding Bonds shall be fully registered Refunding Bonds, both as to principal and interest, in any one or more denominations of \$5,000 or a multiple of \$5,000 numbered from 1 upwards as determined by the County Treasurer, regardless of rate and maturity date. The total amount of Bonds to be issued shall not exceed \$2,750,000. Subject, however, to adjustment as described under "INCREASE OR DECREASE IN AGGREGATE AMOUNT OF REFUNDING BONDS", Section 7, if \$2,685,000 in Refunding Bonds are to be issued, the Refunding Bonds shall mature on December 1 in each year as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2008	\$ 60,000	2011	\$410,000	2014	\$450,000
2009	40,000	2012	425,000	2015	465,000
2010	400,000	2013	435,000		

The Refunding Bonds shall be in substantially the form attached hereto as *EXHIBIT A* with such changes, additions or deletions as are not inconsistent with this resolution.

3. **Discount.** The Refunding Bonds may be offered for sale at a price of not less than 98% of the face amount thereof, and the County Treasurer is authorized, in his or her discretion, to provide for a higher minimum purchase price in the Request for Proposal of the Refunding Bonds.

4. **Prior Redemption.** The Refunding Bonds shall not be subject to redemption prior to maturity.

5. **Payment of Interest and Date of Record.** The Refunding Bonds shall bear interest payable June 1, 2008, and semi-annually thereafter on each December 1 and June 1, until maturity, which interest rate shall not exceed 6% per annum. Interest shall be mailed by first class mail to the registered owner of each Refunding Bond as of the applicable date of record.

The date of record shall be May 15 with respect to payments to be made on June 1 and November 15 with respect to payments to be made on December 1.

6. **Adjustment of Refunding Bond Maturities.** The County Treasurer is authorized by order in the form attached as *EXHIBIT B* to adjust the amounts of the maturities of the Refunding Bonds, as set forth in Section 7.

7. **Increase or Decrease in Aggregate Amount of Refunding Bonds.** In the event the amount necessary to refund the Refunded Bonds shall be more or less than \$2,685,000, the County Treasurer shall increase the principal amount of the Refunding Bonds by up to \$65,000 or decrease the principal amount of the Refunding Bonds by up to \$250,000, and to the extent required to avoid the issuance of more Refunding Bonds than will be required in light of the amount of Refunding Bonds to be issued and proposals received, which increase or decrease may be applied to any one or more of the maturities and the Request for Proposal attached as *Exhibit D* shall so provide or be changed accordingly. In the event the County determines to contribute additional amounts toward the refunding of the Prior Bonds, the Refunding Bonds shall further be reduced by the amount of such contribution.

8. (A) **Bond Registrar and Paying Agent/Book Entry Depository Trust.** The Chairman of the Board of Commissioners (the "Chairman") after consultation with the Road Commission and the County Treasurer shall designate, and shall enter into an agreement with, a bond registrar and paying agent for the Refunding Bonds which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Chairman from time to time as required may designate a similarly qualified successor bond registrar and

paying agent. If so designated the Refunding Bonds shall be deposited with a depository trustee designated by the Chairman who shall transfer ownership of interests in the Refunding Bonds by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Refunding Bonds. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the Chairman after consultation with the depository trustee. The Chairman is authorized to enter into any depository trust agreement on behalf of the County upon such terms and conditions as the Chairman shall deem appropriate and not otherwise prohibited by the terms of this Resolution, which Contract shall be executed by the Chairman. The depository trustee may be the same as the Registrar otherwise named by the Chairman, and the Refunding Bonds may be transferred in part by depository trust and in part by transfer of physical certificates as the Chairman may determine.

(B) **Exchange and Transfer of Bonds.**

(i) The Refunding Bonds, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Refunding Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Refunding Bonds.

(ii) The Refunding Bonds shall be transferable upon the books of the County, which shall be kept for that purpose by the bond registrar and paying agent, only upon surrender of such Refunding Bonds together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

(iii) Upon the exchange or transfer of the Refunding Bonds, the bond registrar and paying agent on behalf of the County shall cancel the surrendered Refunding Bonds and shall authenticate and deliver to the transferee new Refunding Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Refunding Bonds. If, at the time the bond registrar and paying agent authenticates and delivers new Refunding Bonds pursuant to this Section, payment of interest on the Refunding Bonds is in default, the bond registrar and paying agent shall endorse upon the new Refunding Bonds the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is _____, ____."

(iv) The County and the bond registrar and paying agent may deem and treat the person in whose name the Refunding Bonds shall be registered upon the books of the County as the absolute owner of such Refunding Bonds, whether such Refunding

Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Refunding Bonds and for all other purposes, and all payments made to any such registered owner, or upon his or her order, in accordance with the provisions of Section 5 of this Resolution shall be valid and effectual to satisfy and discharge the liability upon such Refunding Bonds to the extent of the sum or sums so paid, and neither the County nor the bond registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

(v) For every exchange or transfer of the Refunding Bonds, the County or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

(vi) The bond registrar and paying agent shall not be required to transfer or exchange the Refunding Bonds or portion of the Refunding Bonds which has been selected for redemption.

9. **Mutilated, Lost, Stolen or Destroyed Refunding Bonds.** In the event any Refunding Bond is mutilated, lost, stolen, or destroyed, the Chairman of the Board of Commissioners and the County Clerk may, on behalf of the County, execute and deliver, or order the Bond Registrar to authenticate and deliver, a new Refunding Bond having a number not then outstanding, of like date, maturity and denomination as mutilated, lost, stolen, or destroyed.

In the case of a mutilated Refunding Bond, a replacement Refunding Bond shall not be delivered unless and until such mutilated Refunding Bond is surrendered to the Bond Registrar. In the case of a lost, stolen, or destroyed Refunding Bond, a replacement Refunding Bond shall not be delivered unless and until the County and the Bond Registrar have received such proof of ownership and loss and indemnity as they determine to be sufficient, which shall consist at least of (i) a lost instrument Refunding Bond for principal and interest remaining unpaid on the lost, stolen or destroyed Refunding Bond; (ii) an affidavit of the registered owner (or his or her attorney) setting forth ownership of the Refunding Bond lost, stolen or destroyed and the circumstances under which it was lost, stolen or destroyed; (iii) the agreement of the owner of the Refunding Bond (or his or her attorney) to fully indemnify the County and the Bond Registrar against loss due to the lost, stolen or destroyed Refunding Bond and the issuance of any replacement Refunding Bond in connection

therewith; and (iv) the agreement of the owner of the Refunding Bond (or his or her attorney) to pay all expenses of the County and the Bond Registrar in connection with the replacement, including the transfer and exchange costs which otherwise would be paid by the County.

10. **Execution and Delivery.** The Chairman of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute the Refunding Bonds for and on behalf of the County by manually executing the same or by causing their facsimile signatures to be affixed. If facsimile signatures are used, the Refunding Bonds shall be authenticated by the Bond Registrar before delivery. The Refunding Bonds shall be sealed with the County's seal or a facsimile thereof shall be imprinted thereon. When so executed and (if facsimile signatures are used) authenticated, the Refunding Bonds shall be delivered to the County Treasurer, who is hereby authorized and directed to deliver the Refunding Bonds to the purchaser upon receipt in full of the purchase price for the Refunding Bonds.

11. **Michigan Transportation Fund Moneys Pledged.** For the purpose of providing moneys to pay the principal of and interest on the Refunding Bonds and in accordance with the provisions of Act 51, there is hereby irrevocably appropriated and pledged from the moneys to be derived from state collected taxes returned to the Road Commission for county road purposes from the Michigan Transportation Fund and which are not specifically allocated for other purposes, an amount sufficient to pay the principal of an interest on the Refunding Bonds due on the next succeeding December 1 and June 1 (the "Pledge Amount"). The Board of Commissioners hereby agrees that during each year that any of the Refunding Bonds remain outstanding and unpaid, the County Treasurer shall set aside in a separate depository account for such Refunding Bonds (the "Bond Payment Fund") the Pledged Amount promptly after receipt thereof from the Road Commission or the County.

12. **Full Faith and Credit, Limited Tax.** As additional security, the Board of Commissioners hereby agrees on behalf of the County that if the Pledged Amount is at any time insufficient to pay the principal and interest on Refunding Bonds as the same become due, the County Treasurer shall be obligated to make up the deficiency from the general fund of the County, and reimbursement shall be made from the first subsequent revenues received by the County Road Commission from the Michigan Transportation Fund not pledged or required to be set aside for the payment of principal and interest on bonds, notes, or other evidences of indebtedness. The ability of the County to raise funds with which to meet such pledge is subject to applicable statutory and constitutional tax limitations.

13. **Bond Payment Fund.** The County shall establish and maintain a bond payment fund (the "Bond Payment Fund") to be used solely for the purpose of (i) paying principal of, premium, if

any, and interest on the Refunding Bonds as well as costs, including the fees and expenses of the Bond Registrar, incidental to the Refunding Bonds; (ii) the annual fees and expenses of the escrow agent under an escrow agreement; and (iii) the fees and expenses of the paying agent or paying agents for the Refunding Bonds.

14. **Use of Proceeds.** The proceeds of the sale of the Refunding Bonds shall be used as follows:

- a. Accrued interest shall be transferred to the Bond Payment Fund created pursuant to Section 13 above;
- b. There shall next be transferred to an escrow fund (the "Escrow Fund") an amount which will be sufficient to pay when due the principal of, premium, if any, and interest on the Refunded Bonds when due upon redemption; and
- c. The balance of the proceeds shall be used to pay some or all of the costs of financing including, but not limited to, publication costs, financial costs, consultant fees, counsel fees, printing costs, application fees, bond insurance premiums, rating fees and any other fees or costs incurred in connection with the financing.

15. **Escrow Agreement; Redemption of Refunded Bonds.** In order that the Refunded Bonds may be properly defeased in accordance with Act 34, the County shall enter into an escrow agreement as may be determined by the County Treasurer (the "Escrow Agreement"), with a bank or trust company designated by the County Treasurer. The Escrow Agreement shall be in substantially the form attached as *EXHIBIT C* to this Resolution (with such changes, modifications and additions as may be approved by the Finance Director). The Escrow Agreement shall be completed by the Finance Director with appropriate figures prior to execution on behalf of the County by the County Treasurer.

Upon execution of the Escrow Agreement and delivery of the Refunding Bonds, the County and/or the escrow agent shall take all necessary steps to cause the Refunded Bonds to be redeemed at the earliest possible redemption date or dates.

16. **Investments.** Moneys in the Bond Payment Fund may be continuously invested and reinvested in United States government obligations, obligations the principal and interest on which are unconditionally guaranteed by the United States government, or in interest-bearing time deposits selected by the County Treasurer which are permissible investments for surplus funds under Act No. 20, Public Acts of Michigan, 1943, as amended. Such investments shall mature, or be subject to redemption at the option of the holder, not later than the dates moneys in such fund will be required to pay the principal of, premium, if any, and interest

on the Refunding Bonds. Obligations purchased as an investment of moneys in the Bond Payment Fund shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.

17. **Depositories.** All of the banks located in the State of Michigan are hereby designated as permissible depositories of the moneys in the funds established by this Resolution, except that the moneys in the Bond Payment Fund shall only be deposited in such banks where the principal of, premium, if any, and interest on the Refunding Bonds are payable. The County Treasurer shall select the depository or depositories to be used from those banks authorized in this Section.

18. **Arbitrage and Tax Covenants.** Notwithstanding any other provision of this Resolution, the County covenants that it will not at any time or times:

(a) Permit any proceeds of the Refunding Bonds or any other funds of the County or under its control to be used directly or indirectly (i) to acquire any securities or obligations, the acquisition of which would cause any Refunding Bond to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) in a manner which would result in the exclusion of any Refunding Bond from the treatment afforded by Section 103(a) of the Code by reason of the classification of any Refunding Bond as a "private activity bond" within the meaning of Section 141(a) of the Code, as a "private loan bond" within the meaning of Section 141(a) of the Code or as an obligation guaranteed by the United States of America within the meaning of Section 149(b) of the Code; or

(b) Take any action, or fail to take any action (including failure to file any required information or other returns with the United States Internal Revenue Service or to rebate amounts to the United States, if required, at or before the time or times required), within its control which action or failure to act would (i) cause the interest on the Refunding Bonds to be includible in gross income for federal income tax purposes, cause the interest on the Refunding Bonds to be includible in computing any alternative minimum tax (other than the alternative minimum tax applicable to interest on all tax-exempt obligations generally) or cause the proceeds of the Refunding Bonds to be used directly or indirectly by an organization described in Section 501(c)(3) of the Code, or (ii) adversely affect the exemption of the Refunding Bonds and the interest thereon from the State of Michigan income taxation.

19. **Not Qualified Tax-Exempt Obligations.** The Refunding Bonds are not designated as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of Section 265 of the Code,

unless at the time of issuance the Refunding Bonds are determined to be eligible for such qualification.

20. Defeasance or Redemption of Refunding Bonds. If at any time,

- (a) the whole amount of the principal of, premium, if any, and interest on all outstanding Refunding Bonds shall be paid, or
- (b) (i) sufficient moneys, or Government Obligations (as defined in this Section) not callable prior to maturity, the principal of, premium, if any, and interest on which when due and payable will provide sufficient moneys, to pay the whole amount of the principal of, premium, if any, and interest on all outstanding Refunding Bonds as and when due at maturity or upon redemption prior to maturity shall be deposited with and held by a trustee or an escrow agent for the purpose of paying the principal of, premium, if any, and interest on such Refunding Bonds as and when due, and (ii) in the case of redemption prior to maturity, all outstanding Refunding Bonds shall have been duly called for redemption (or irrevocable instructions to call such Refunding Bonds for redemption shall have been given)

then, at the time of the payment referred to in clause (a) of this Section or of the deposit referred to in clause (b) of this Section, the County shall be released from all further obligations under this Resolution, and any moneys or other assets then held or pledged pursuant to this Resolution for the purpose of paying the principal of, premium, if any, and interest on the Refunding Bonds (other than the moneys deposited with and held by a trustee or an escrow agent as provided in clause (b) of this Section) shall be released from the conditions of this Resolution, paid over to the County and considered excess proceeds of the Refunding Bonds. In the event moneys or Government Obligations shall be so deposited and held, the trustee or escrow agent holding such moneys or Government Obligations shall, within 30 days after such moneys or Government Obligations shall have been so deposited, cause a notice signed by it to be given to the registered holders thereof not more than sixty (60) days nor less than forty-five (45) days prior to the redemption setting forth the date or dates, if any, designated for the redemption of the Refunding Bonds, a description of the moneys or Government Obligations so held by it and that the County has been released from its obligations under this Resolution. All moneys and Government Obligations so deposited and held shall be held in trust and applied only to the payment of the principal of, premium, if any, and interest on the Refunding Bonds at maturity or upon redemption prior to maturity, as the case may be, as provided in this Section.

The trustee or escrow agent referred to in this Section shall (a) be a bank or trust company permitted by law to offer and offering the required services, (b) be appointed by resolution of the County, and (c) at the time of its appointment and so long as it is serving as such, have at least \$25,000,000 of capital and unimpaired surplus. The same bank or trust company may serve as trustee or escrow agent under this Section and as Bond Registrar so long as it is otherwise eligible to serve in each such capacity.

As used in this Section, the term "Government Obligations" means direct obligations of, or obligations the principal, premium, if any, and interest on which are unconditionally guaranteed by, the United States of America.

21. **Filing with Municipal Finance Division.** If necessary, the Chief Administrative Officer of the County is authorized and directed to:

- (a) apply to the Municipal Finance Division of the Michigan Department of Treasury for approval of the sale of the Refunding Bonds;
- (b) file with such application all required supporting material; and
- (c) pay all fees required in connection therewith.

22. **Negotiated Sale - Request for Proposal:** The County hereby determines that in order to save the cost of publication of an Official Notice of Sale that it will sell the Refunding Bonds at a negotiated sale after solicitation of proposals from prospective purchasers by its Financial Consultant. The County's Financial Consultant is authorized to solicit proposals from at least twenty-five prospective purchasers and to circulate a Request for Proposal at least seven days prior to the date fixed for receipt of proposals for the purchase of the Refunding Bonds. The Request for Proposal shall be in substantially the form attached to this resolution as Exhibit D with such changes therein as are not inconsistent with this resolution and as are approved by the County Treasurer after conferring with Bond Counsel. Once all proposals are received, the County Treasurer shall determine the lowest true interest cost proposed and thereafter award the Refunding Bonds to the proposer meeting that criteria. The Financial Consultant is hereby designated to act for and on behalf of the County to receive proposals for the purchase of the Refunding Bonds and together with Bond Counsel to take all other steps necessary in connection with the sale and delivery thereof.

23. **Retention of Bond Counsel.** The firm of Axe & Ecklund, P.C., attorneys of Grosse Pointe Farms, Michigan, is hereby

retained to act as bond counsel for the County in connection with the issuance, sale and delivery of the Refunding Bonds.

24. Retention of Financial Consultants. Municipal Financial Consultants Incorporated, Grosse Pointe Farms, Michigan, is hereby retained to act as financial consultant and advisor to the County in connection with the sale and delivery of the Refunding Bonds.

25. Conflicting Resolutions. All resolutions and parts of resolutions in conflict with the foregoing are hereby rescinded.

26. Effective Date. This Resolution shall become effective immediately upon its adoption and shall be recorded in the minutes Board of Commissioners of the County as soon as practicable after adoption.

A vote on the foregoing resolution was taken and was as follows:

YES: _____

NO: _____

ABSTAIN: _____

The Resolution was declared adopted.

CERTIFICATION

The undersigned, being the duly qualified and acting Clerk of the County of Macomb, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County at a _____ meeting held on _____, 2008, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the County, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Macomb County Clerk

las.R2-MAC79

EXHIBIT A

UNITED STATES OF AMERICA-STATE OF MICHIGAN

COUNTY OF MACOMB

MICHIGAN TRANSPORTATION REFUNDING BOND, SERIES 2008

RATE MATURITY DATE DATE OF ISSUANCE CUSIP

_____, 1, _____

=====

REGISTERED OWNER:

PRINCIPAL AMOUNT:

=====

FOR VALUE RECEIVED, the County of Macomb, State of Michigan (the "County"), hereby acknowledges itself indebted and promises to pay (but only from the sources referred to herein) on the Maturity Date specified above to the Registered Owner specified above or its registered assigns, the Principal Amount specified above upon presentation and surrender of this bond (this "Refunding Bond") at the designated office of _____, _____, Michigan, as paying agent and bond registrar (the "Bond Registrar"), together with the interest thereon to the Registered Owner of this Refunding Bond, as shown on the books of the County maintained by the Bond Registrar, on the applicable date of record from the Date of Issuance specified above, or such later date through which interest has been paid, at the Rate per annum specified above, commencing on _____, _____, and semi-annually thereafter on the first day of _____ and _____ in each year to and including the Maturity Date. The date of record for each payment of interest shall be the 15th day of the month preceding the date such payment is due. Interest is payable by check or draft mailed by the Bond Registrar to the Registered Owner at the address shown on the books of the County maintained by the Bond Registrar on the applicable date of record and shall be calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

This Refunding Bond is one of a series of bonds of like date and tenor except as to denomination, date of maturity and interest rate, numbered from 1 upwards, aggregating the principal sum of _____ Dollars (\$_____), issued by the County, pursuant to and in full conformity with the Constitution and statutes of the State of Michigan and especially Act No. 51, Public Acts of Michigan, 1951, as amended ("Act 51") and Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34") to provide funds to be deposited with _____, _____, Michigan, as escrow agent (the "Escrow Agent"), under an escrow agreement dated as of _____, _____. The Escrow Agent will use such proceeds to acquire non-callable direct obligations of the United States which, when paid in accordance with their terms, will provide sufficient funds (i) to pay when due, to and including _____, _____, the interest on the County's outstanding

dated _____, maturing in the years _____ through _____
(the "Refunded Bonds") and (ii) on _____, to redeem the
Refunded Bonds maturing in the years _____ through _____.

THIS REFUNDING BOND IS NOT AN OBLIGATION OF THE STATE OF MICHIGAN OR OF THE MICHIGAN TRANSPORTATION FUND. This refunding Bond and the interest hereon are payable primarily from moneys received and to be received by the County from the Michigan Transportation Fund pursuant to law, such fund being a special fund in the State Treasury in which a portion of state-collected taxes imposed by law upon gasoline or other motor fuels and on certain motor vehicles are required by law to be set aside as collected and returned to the County for highway and road purposes. The Refunding Bond Resolution, authorizing the issuance and sale of the refunding bonds of which this Refunding Bond is one, irrevocably appropriates and pledges a sufficient amount of such moneys to provide for the payment of the principal of and interest on this Refunding Bond when due. In the event moneys so pledged for the payment of this Refunding Bond, and the series of refunding bonds of which this is one, are for any reason insufficient to pay the principal of and interest thereon when due, the County is obligated to advance sufficient moneys from its general funds to make up such deficiency. The County, however, does not have the power to levy any tax for the payment of this bond in excess of its constitutional, statutory or charter limits.

This Refunding Bond shall not be subject to redemption prior to maturity.

This Refunding Bond shall be transferable on the books of the County maintained by the Bond Registrar with respect to the refunding bonds upon the surrender of this Refunding Bond to the Bond Registrar together with an assignment executed by the Registered Owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned bond, the Bond Registrar shall authenticate and deliver a new bond or bonds in authorized denominations in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

This Refunding Bond may likewise be exchanged for one or more other bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the bond or bonds being exchanged. Such exchange shall be effected by surrender of the bond to be exchanged to the Bond Registrar with written instructions signed by the Registered Owner of the bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of a bond with proper written instructions the Bond Registrar shall authenticate and deliver a new bond or bonds to the Registered Owner of the bond or his or her properly designated transferee or transferees or attorney.

The Bond Registrar is not required to honor any transfer or exchange of refunding bonds during the fifteen (15) days preceding an interest payment date. Any service charge made by the Bond Registrar for any such registration, transfer or exchange shall be paid for by the County, unless otherwise agreed by the County and the Bond Registrar. The Bond Registrar may, however, require payment by a bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

This Refunding Bond and the other bonds of this series have been designated as "qualified tax-exempt obligations" for purposes of Paragraph 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Refunding Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit until the certificate of authentication hereon has been duly executed by the Bond Registrar.

It is hereby certified, recited and declared that all things, conditions and acts required to exist, happen and be performed precedent to and in connection with the issuance of this Refunding Bond and the other bonds of this series, existed, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of Michigan, and that the total indebtedness of the County, including the series of refunding bonds of which this is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County of Macomb, State of Michigan, by its Board of Commissioners has caused this Refunding Bond to be executed in its name with the facsimile signatures of its Chairman of the Board of Commissioners and its County Clerk, has caused a facsimile of its seal to be affixed hereto, and has caused this Refunding Bond to be authenticated by the Bond Registrar, as the County's authenticating agent, all as of the Date of Issuance set forth above.

COUNTY OF MACOMB

By:
Chairman of the Board of
Commissioners

[SEAL]

By:
County Clerk

DATE OF AUTHENTICATION:

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This is Refunding Bond is one of a series of bonds designated "County of Macomb, Michigan Transportation Fund Refunding Bonds, Series 2008".

By: _____, Michigan
as Bond Registrar and Authenticating Agent
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ this Refunding Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer this Refunding Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature:

Notice: The signature(s) to this assignment must correspond with the name as it appears upon the face of this Refunding Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

The transfer agent will not effect transfer of this Refunding Bond unless the information concerning the transferee requested below is provided:

Name and Address: _____

(Include information for all joint owners if bond is held by joint account)

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF TRANSFEREE

(Insert number for first named transferee if held by joint account)

las.R2-MAC79

ORDER ADJUSTING MATURITIES

\$ _____
MACOMB COUNTY
COUNTY OF MACOMB,
MICHIGAN TRANSPORTATION FUND REFUNDING BONDS, SERIES 2008

The undersigned, County Treasurer of the County of Macomb, as authorized in the Award Order for the above referenced refunding bonds signed by the County Treasurer on _____ 1, _____, hereby establishes the final maturities for said refunding bonds with interest rates thereon, as follows:

Due		
<u>Dec. 1</u>	<u>Amount</u>	<u>Rate</u>

Dated: _____

Treasurer

las.R2-MAC79

EXHIBIT C

ESCROW AGREEMENT

COUNTY OF MACOMB

This escrow agreement (the "Agreement"), dated as of _____, is between the COUNTY OF MACOMB, State of Michigan (the "County") and _____, Michigan, as escrow agent (the "Escrow Agent").

WHEREAS, the County has previously issued the following bonds of which the principal amounts listed below remain outstanding:

Prior Bonds	Outstanding
County of Macomb,	Principal
Michigan Transportation	\$ _____
Fund Bonds,	
Series A	maturing in
dated June 1, 2000	the years
(the "Prior Bonds")	_____ thru _____

(all of such outstanding bonds hereinafter referred to as the "Prior Bonds") all bearing interest, due as to principal and subject to redemption as more fully described in APPENDIX I to this Agreement.

WHEREAS, for the purpose of paying the principal and interest on the Prior Bonds when due on _____ 1, _____ and on that date of redeeming the Prior Bonds maturing in the years _____ through _____ in the total aggregate principal amount of \$ _____ (the "Refunded Bonds"), the County has, pursuant to a refunding bond resolution adopted on _____ (the "Resolution") authorized the issuance of a series of refunding bonds dated _____ 1, _____, as designated and described in the Resolution and hereafter (the "Refunding Bonds"); and

WHEREAS, pursuant to the Refunding Bond Resolution, the Escrow Agent has been appointed by the County for the purpose of assuring the payment of the principal of, premium (if any) and interest on the Refunded Bonds and the Chairperson and Secretary of the County have been authorized and directed to execute this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below, the County and the Escrow Agent agree as follows for the respective equal and proportionate benefit and security of the holders of the Refunded Bonds;

Section 1. Appointment of Escrow Agent. The Escrow Agent is hereby appointed and agrees to act in such capacity to comply with all requirements of this Agreement, and to be custodian of the escrow fund (the "Escrow Fund"), to perform its duties as custodian of the Escrow Fund created under this Agreement, but only upon and subject to the following express terms and conditions:

(a) The Escrow Agent may perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the Standards specified in this Agreement and shall be entitled to advice of counsel concerning all matters of and the duties under this Agreement, and may in all cases pay such reasonable compensation to such counsel and in addition to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the same. The Escrow Agent may act upon the opinion or advice of any counsel. The Escrow Agent shall not be responsible for any loss or damage resulting from any action or non-action taken in good faith in reliance upon such opinion or advice.

(b) The Escrow Agent shall not be responsible for any recital in this Agreement, or in the Refunding Bonds or for the validity of the execution by the County of this Agreement or of any supplements to it or instruments of further assurance. The Escrow Agent shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the County, except as set forth in this Agreement. The Escrow Agent shall be only obligated to perform such duties and only such duties as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

(c) The Escrow Agent may become the owner of the Refunding Bonds or the Refunded Bonds with the same rights which it would have if not Escrow Agent.

(d) The Escrow Agent shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telex, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Escrow Agent pursuant to this Agreement upon the request or consent of any person who at the time of making such request or consent is the owner of any prior bond, shall be conclusive and binding upon all future owners of the same prior bond.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Escrow Agent shall be entitled to

rely upon a certificate of the County signed by (i) the County Treasurer, or (ii) any other duly authorized person as sufficient evidence of the facts contained in it, but may secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Escrow Agent may accept a certificate of the County Treasurer to the effect that a resolution in the form attached to such certificate has been adopted by the County as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Escrow Agent to do things enumerated in this Agreement shall never be construed as a duty. The Escrow Agent shall only be responsible for the performance of the express duties outlined in this Agreement and it shall not be answerable for other than its gross negligence or willful default in the performance of those express duties.

(g) At any and all reasonable times the Escrow Agent and its duly authorized agents, attorneys, experts, accountants and representatives, shall have the right fully to inspect any and all of the books, papers and records of the County pertaining to the Refunded Bonds, and to take such memoranda from and in regard to the same as may be desired.

(h) The Escrow Agent shall not be required to give any bond or surety in respect of the execution of the powers contained in or otherwise in respect to this Agreement.

(i) Before taking any action under this Agreement (except making investments, collecting investments and making payments to the paying agents with respect to the Refunded Bonds) the Escrow Agent may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability except liability which is adjudicated to have resulted from gross negligence or willful default by reason of any action so taken.

(j) The Escrow Agent shall be, and hereby is indemnified and saved harmless by the County from all losses, liabilities, costs and expenses, including attorney fees and expenses, which may be incurred by it as a result of its acceptance of the Escrow Account or arising from the performance of its duties hereunder, unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the bad faith or gross negligence of the Escrow Agent, and such indemnification shall survive its resignation or removal, or the termination of this Agreement.

(k) The Escrow Agent shall, in the event that (i) any dispute shall arise between the parties with respect to the disposition or disbursement of any of the assets held hereunder or (ii) the Escrow Agent shall be uncertain as to how to proceed in a situation not explicitly addressed by the terms of this Agreement whether because of conflicting demands by the other parties hereto or otherwise, be permitted to interplead all of the assets held hereunder into a court of competent jurisdiction, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets. The parties hereto other than the Escrow Agent further agree to pursue any redress or recourse in connection with such a dispute, without making the Escrow Agent a party to the same.

(l) The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Agreement or any other Agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(m) Any banking association or corporation into which the Escrow Agent may be merged converted or with which the Escrow Agent may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(n) In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting property deposited under this Agreement, the Escrow Agent is hereby expressly

authorized, at its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled set aside or vacated.

Section 2. Escrow Fund. On _____, _____ the County will irrevocably deposit moneys with the Escrow Agent for the account of the County from the proceeds of the Refunding Bonds (\$_____) to establish the Escrow Fund for the Refunded Bonds in an amount which together with the income from the escrow assets, shall be held in the Escrow Fund to be maintained by the Escrow Agent and used to pay (i) the interest on the Refunded Bonds that become due on _____ 1, _____ and (ii) to redeem on said date all of the outstanding and callable Refunded Bonds prior to their scheduled maturity; and to pay the applicable call premiums on the Refunded Bonds in accordance with Section 3 hereof.

Section 3. Redemption of Refunded Bonds. The County will redeem, prior to their scheduled maturity, Refunded Bonds as follows:

Prior Bonds	Outstanding
County of Macomb,	Principal
Michigan Transportation	\$ _____
Fund Bonds,	
Series A	maturing in
dated June 1, 2000	the years
(the "Refunded Bonds")	_____ thru _____

The County by execution of this Escrow Agreement, hereby authorizes the Escrow Agent to give the paying agent for the Refunded Bonds irrevocable instructions to call the Refunded Bonds and at the expense of the County not more than sixty (60) nor less than forty-five (45) days before _____ 1, _____, their redemption date. The Escrow Agent shall give to the paying agent for the Refunded Bonds such notice, in substantially the form attached to this Agreement as APPENDIX II. The paying agent for the Refunded Bonds shall mail such notice on or before thirty (30) days prior to the redemption date, as set forth in APPENDIX II, to the registered owner or owners at the addresses listed on the registration books of the County maintained by the paying agent for the Refunded Bonds.

Section 4. Investments. As directed by the County, moneys deposited in the Escrow Fund shall be immediately invested in direct obligations of the United States of America and/or

obligations the principal of, premium (if any) and interest on which are fully guaranteed by the United States of America described on APPENDIX III ("Investment Securities"), except for _____ (\$_____) which will be held in the Escrow Fund as the beginning balance for the Refunded Bonds. The Escrow Agent agrees to cause to be purchased United States Government Obligations known as "SLGS" (State and Local Government Series) from the United States Department of Treasury on the date shown in APPENDIX III.

The investment income from the Investment Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Escrow Agent shall not sell any Investment Securities. All moneys not invested as provided in this Agreement shall be held by the Escrow Agent as a trust deposit.

Section 5. Use of Moneys. Except as expressly provided in this Agreement, no paying agents' fees for the payment of principal of, premium (if any) or interest on the Refunding Bonds or the Refunded Bonds or other charges may be paid from the escrowed moneys or Investment Securities prior to retirement of all Refunded Bonds, and the County agrees that it will pay all such fees from its other legally available funds as such payments become due prior to such retirement.

Section 6. Deficiency in Escrow Fund. At such time or times as there shall be insufficient funds on hand in the Escrow Fund for the payment of the principal of, premium (if any) and interest falling due on the Refunded Bonds, the Escrow Agent shall promptly notify the County of such deficiency, as provided for under Section 12 below.

Section 7. Reports to County. The Escrow Agent shall deliver to the Treasurer a semi-annual statement reflecting each transaction relating to the Escrow Fund; and on or before the first day of February of each year shall deliver to the County a list of assets of the Escrow Fund as of December 31 of said year ended and a transaction statement for the Escrow Fund for the year then ended.

Section 8. Fees of Escrow Agent. The Escrow Agent agrees with the County that the charges, fees and expenses of the Escrow Agent throughout the term of this Agreement shall be the total sum of _____ Dollars (\$_____) payable on the date of closing, which charges, fees and expenses shall be paid from moneys deposited with the Escrow Agent from bond proceeds.

Section 9. Payments from Escrow Fund. The Escrow Agent shall without further authorization or direction from the County, collect the principal of and interest on the Investment Securities promptly as the same shall become due and, to the extent that Investment Securities and moneys are sufficient for such purpose, shall make timely payments out of the Escrow Fund to the proper paying agent or agents or their successors for the

Refunded Bonds, of moneys sufficient for the payment of the principal of, premium (if any) and interest on such Refunded Bonds as the same shall become due and payable, all as set out in APPENDIX IV and APPENDIX V. The payments so forwarded or transferred shall be made in sufficient time to permit the payment of such principal of, premium (if any) and interest by such paying agent or agents without default. The County represents and warrants that the Escrow Fund will be sufficient to make the foregoing and all other payments required under this Agreement. The paying agent for the Prior Bonds is shown in APPENDIX I.

When the aggregate total amount required for the payment of principal of, premium (if any) and interest on the Refunded Bonds have been paid to the paying agent as provided above, the Escrow Agent shall transfer any moneys or Investment Securities then held under this Agreement for the Refunded Bonds to the County, and this Agreement shall cease.

Section 10. Interest of Bondholders Not Affected. The Escrow Agent and the County recognize that the holders from time to time of the Refunded Bonds have a beneficial and vested interest in the Investment Securities and moneys to be held by the Escrow Agent as provided in this Agreement. It is therefore recited, understood and agreed that this Agreement shall not be subject to revocation or amendment and no moneys on deposit in an Escrow Fund for the Refunded Bonds can be used in any manner for another series.

Section 11. Escrow Agent Not Obligated. None of the provisions contained in this Agreement shall require the Escrow Agent to use or advance its own moneys or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights or powers under this Agreement. The Escrow Agent shall be under no liability for interest on any funds or other property received by it under this Agreement, except as expressly provided.

Section 12. Payment of Other Amounts. The County agrees that it will promptly and without delay remit to the Escrow Agent such additional sum or sums of money as may be necessary to assure the payment of any Refunded Bonds and to fully pay and discharge any obligation or obligations or charges, fees or expenses incurred by the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement that are in excess of the sums provided for under Sections 4 and 6 above.

Section 13. Segregation of Funds. The Escrow Agent shall hold the Investment Securities and all moneys received by it from the collection of, principal and interest on the Investment Securities, and all moneys received from the County under this Agreement, in a separate escrow account.

Section 14. Resignation of Escrow Agent. The Escrow Agent may resign as such following the giving of thirty (30) days prior written notice to the County. Similarly, the Escrow Agent may be removed and replaced following the giving of thirty (30) days prior written notice to the Escrow Agent by the County. In either event, the duties of the Escrow Agent shall terminate thirty (30) days after the date of such notice (or as of such earlier date as may be mutually agreeable); and the Escrow Agent shall then deliver the balance of the Escrow Fund then in its possession to a successor Escrow Agent as shall be appointed by the County.

If the County shall have failed to appoint a successor prior to the expiration of thirty (30) days following the date of the notice of resignation or removal, the then acting Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or for other appropriate relief and any such resulting appointment shall be binding upon the County.

Upon acknowledgment by any successor Escrow Agent of the receipt of the then remaining balance of the Escrow Fund, the then acting Escrow Agent shall be fully released and relieved of all duties, responsibilities, and obligations under this Agreement.

Section 15. Benefit. This Agreement shall be for the sole and exclusive benefit of the County, the Escrow Agent and the holders of the Refunded Bonds. With the exception of rights expressly conferred in this Agreement, nothing expressed in or to be implied from this Agreement is intended or shall be construed to give to any person other than the parties set forth above, any legal or equitable right, remedy or claim under or in respect to this Agreement.

Section 16. Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained in this Agreement or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 17. Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed, by registered or certified mail, postage prepaid or sent by facsimile transmission, except reports as required in Section 7 which may be delivered by regular mail, as follows:

If to the County:

If to the Escrow Agent:

The County and the Escrow Agent may designate any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent and shall be required to provide written notification of said address change.

Section 18. Costs of Issuance. Simultaneously with the transfer of bond proceeds from the Refunding Bonds establishing the Escrow Fund, sufficient moneys from bond proceeds shall be transferred to the Escrow Agent and used to pay all of the costs of issuance for the Refunding Bonds including, but not limited to, financial costs, consultant fees, counsel fees, printing costs, application fees, bond insurance premiums, rating fees and any other fees or costs incurred in connection with the financing. All such costs shall be authorized by the County Treasurer, under the "Closing Memorandum", and shall be paid on _____, _____.

Section 19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it by their duly authorized officers as of the date first above written.

COUNTY OF MACOMB

By: _____

Its: County Treasurer

By: _____

Its: _____

Las.R2-MAC79

APPENDIX I

\$5,000,000
COUNTY OF MACOMB
MICHIGAN TRANSPORTATION FUND BONDS, SERIES A
Dated as of June 1, 2000

REMAINING ORIGINAL DEBT SERVICE SCHEDULE

Bond Registrar and Paying Agent:

Las.R2-MAC79

APPENDIX II

[FORM OF NOTICE OF REDEMPTION]

NOTICE OF REDEMPTION

\$5,000,000

COUNTY OF MACOMB

MICHIGAN TRANSPORTATION FUND BONDS, SERIES A

Dated as of June 1, 2000

DUE _____ 1, _____ THROUGH _____ 1, _____

NOTICE IS HEREBY GIVEN that the County of Macomb, County of Macomb, Michigan has called for redemption, on _____ 1, _____ (the "Redemption Date"), all of the callable outstanding County of Macomb, Michigan Transportation Fund Bonds, Series A pursuant to the redemption provisions contained in the Bonds, bearing the original issue date of June 1, 2000, maturing in the principal amounts, on the dates, bearing interest at the rates, with the "CUSIP" numbers, as follows:

<u>Principal</u>	<u>Rate</u>	<u>CUSIPS*</u>	<u>Due</u>
------------------	-------------	----------------	------------

Said Bonds will be redeemed at _____% of the par value thereof.

Said Bonds should be surrendered for redemption to _____, as paying agent, for payment as of the Redemption Date, after which date all interest on said Bonds shall cease to accrue, whether said Bonds are presented for payment or not.

Bonds may be surrendered for payment as indicated below. The method of delivery is at the option of the holder, but if by mail, registered mail is suggested.

Under the provisions of the Interest and Dividend Tax Compliance Act of 1983 and the Comprehensive National Energy Policy Act of 1992, paying agents making payments of principal on municipal securities may be obligated to withhold a 31% tax from remittances to individuals who have failed to furnish the paying agent with a certified and valid Taxpayer Identification Number on a fully completed Form W-9. Holders of the above described Bonds, who wish to avoid the application of these provisions, should submit certified Taxpayer Identification Numbers on I.R.S. Form W-9 when presenting their securities for redemption.

* No representation is made as to the correctness of the CUSIP numbers either as printed on the Bonds or as contained herein.

COUNTY OF MACOMB, MICHIGAN

Dated: _____

APPENDIX III

\$5,000,000
COUNTY OF MACOMB
MICHIGAN TRANSPORTATION FUND BONDS, SERIES A

Dated as of June 1, 2000

Purchase Date	Investment Amount	Rate	Maturity	Investment Type
_____	\$ _____	_____ %	_____	_____
	_____	Uninvested Cash		
	\$ _____	Total Escrow Requirement		

Las.R2-MAC79

APPENDIX IV

\$5,000,000
COUNTY OF MACOMB
MICHIGAN TRANSPORTATION FUND BONDS, SERIES A

Dated as of June 1, 2000

Redemption Schedule

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Redeemed Principal</u>	<u>Redemption Premium</u>	<u>Total Debt Service</u>
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>

Las.R2-MAC79

APPENDIX V

\$5,000,000
COUNTY OF MACOMB
MICHIGAN TRANSPORTATION FUND BONDS, SERIES A

Dated as of June 1, 2000

Escrow Cash Flow

las.R2-MAC79

[FORM OF REQUEST FOR PROPOSAL]

OFFICIAL REQUEST FOR PROPOSAL

\$ _____
MACOMB COUNTY
State of Michigan

COUNTY OF MACOMB,
MICHIGAN TRANSPORTATION FUND REFUNDING BONDS, SERIES 2008

SEALED OR ELECTRONIC PROPOSALS: Sealed written proposals for the purchase of the bonds described herein (the "Refunding Bonds") will be received by the undersigned for and on behalf of the County of Macomb (the "County") at the Office of the County Treasurer, _____, on _____, until ____:____.m., Eastern _____ Time, at which time and place said proposals will be publicly opened and read.

In the alternative, sealed written proposals will also be received on the same date and until the same time by an agent of the undersigned at the Municipal Advisory Council of Michigan, First National Building, 660 Woodward, Suite 1445, Detroit, Michigan 48226, where they will be publicly opened simultaneously. Proposals received at _____, Michigan, will be read first, followed by those proposals received at the alternate location. Proposers may choose either location to present proposals and good faith checks, but not both locations. Any proposer may submit a proposal in person to either proposing location. However, no proposer is authorized to submit a FAX proposal to _____.

Also in the alternative, electronic proposals will also be received on the same date and until the same time by an agent of the undersigned Bidcomp/Parity. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Eric Washington, 1359 Broadway, 2nd Floor, New York, NY, 10018, (212) 849-5021.

NO ELECTRONIC PROPOSALS WILL BE ACCEPTED UNLESS THE PROPOSER HAS SUBMITTED A FINANCIAL SURETY BOND OR A GOOD FAITH CHECK IN THE AMOUNT REQUIRED.

If any provision of this Request for Proposal shall conflict with information provided by Bidcomp/Parity as the approved provider of electronic proposing services, this Request for Proposal shall control.

The Refunding Bonds will be awarded or all proposals will be rejected by the County Treasurer at a proceeding to be held within forty-eight hours of the sale.

BOND DETAILS: The Refunding Bonds will be dated _____ 1, _____ and will be known as "County of Macomb, Michigan

Transportation Fund Refunding Bonds, Series 2008". The Refunding Bonds will be fully registered Refunding Bonds in any one or more denominations of \$5,000 or a multiple of \$5,000, numbered from 1 upwards and will bear interest from their date payable 1, _____ and semi-annually thereafter until maturity. The Refunding Bonds will mature on the 1st day of _____ in each year as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
-------------	---------------	-------------	---------------

PRIOR REDEMPTION: The Refunding Bonds shall not be subject to redemption prior to maturity.

INTEREST RATE AND PROPOSING DETAILS: The Refunding Bonds shall bear interest at a rate or rates not exceeding ____% per annum, to be fixed by the proposals therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only. All bonds maturing in any one year must carry the same interest rate. THE INTEREST RATE BORNE BY BONDS MATURING IN ANY YEAR SHALL NOT BE AT A RATE LOWER THAN THE RATE BORNE BY BONDS MATURING IN ANY PRECEDING YEAR. No proposal for the purchase of less than all of the Refunding Bonds, at a price less than ____% of their par value or at an interest rate or rates that will result in a net interest cost exceeding ____%, will be considered.

TERM BOND OPTION: Bonds maturing in the years _____ - _____, inclusive, are eligible for designation by the original purchaser at the time of sale as serial bonds or term bonds, or both. There may be more than one term bond maturity. However, principal maturities designated as term bonds shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on _____ 1st of the year in which the Bonds are presently scheduled to mature. Each maturity of term bonds and serial bonds must carry the same interest rate. Any such designation must be made at the time the proposals are submitted.

BOOK-ENTRY-ONLY: The Refunding Bonds will be issued in book-entry-only form as one fully-registered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Refunding Bonds. Purchase of the Refunding Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in Refunding Bonds purchased. The book-entry-only system is described further in the nearly final official statement for the Refunding Bonds.

BOND REGISTRAR, PAYING AGENT AND DATE OF RECORD: _____, Michigan has been selected as paying agent and bond

registrar (the "Bond Registrar") for the Refunding Bonds. The Bond Registrar will keep records of the registered holders of the Refunding Bonds, serve as transfer agent for the Refunding Bonds, authenticate the original and any re-issued refunding bonds and pay interest by check or draft mailed to the registered holders of the Refunding Bonds as shown on the registration books of the City kept by the Bond Registrar on the applicable date of record. The date of record for each interest payment shall be the 15th day of the month before such payment is due. The principal of and redemption premium, if any, on the Refunding Bonds will be paid when due upon presentation and surrender thereof to the Bond Registrar. As long as DTC, or its nominee Cede & Co., is the registered owner of the Refunding Bonds, payments will be made directly to such registered owner. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Refunding Bonds is the responsibility of DTC participants and indirect participants as described in the nearly final official statement for the Refunding Bonds. The City may from time to time as required designate a successor bond registrar and paying agent.

PURPOSE AND SECURITY: The Refunding Bonds are being issued pursuant to Act No. 51, Public Acts of Michigan, 1951, as amended ("Act 51"), and Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34"), for the purpose of refunding part of the County's Michigan Transportation Fund Bonds, Series _____, maturing in the years _____ through _____ (the "Refunded Bonds"), of which \$_____ remains outstanding and is being refunded. The Refunding Bonds are primarily payable from, the revenues to be derived by the County from State-collected taxes returned to the County pursuant to law for highway and road purposes. In the event such moneys are for any reason insufficient to pay the principal of an interest on the Refunding Bonds when due, the County is obligated to advance sufficient moneys from its general funds to make up such deficiency. The County, however, does not have the power to levy any tax for the payment of these Refunding Bonds in excess of its constitutional and statutory limits. THE REFUNDING BONDS ARE NOT AN OBLIGATION OF THE STATE OF MICHIGAN OR OF THE MICHIGAN TRANSPORTATION FUND.

ESCROW AGENT: Proceeds from the Refunding Bonds will be transferred to _____, _____, Michigan as escrow agent (the "Escrow Agent") under an escrow agreement (the "Agreement"), who will use such proceeds to acquire investment obligations sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds when due or upon the first permissible redemption date for the Refunded Bonds.

ADJUSTMENT IN PRINCIPAL AMOUNT: The aggregate principal amount of this issue has been determined as the amount necessary to defease the Refunded Bonds and pay a portion or all of the costs of issuance of the Refunding Bonds, assuming certain conditions and events exist on the date of sale. The County reserves the right to increase or decrease the total par amount of the

Refunding Bonds by an amount not to exceed \$_____ prior to the sale or following the opening of proposals. The increase or decrease may be made in any maturity or maturities. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful proposer for all maturities will not change. The successful proposer may not withdraw the proposal as a result of any changes made within these limits.

ADJUSTMENT IN DISCOUNT: In the event the principal amount of this issue is increased or decreased, the premium or discount proposed, if any, will be adjusted upwards or downwards so that it is the same percent as the premium or discount originally proposed.

BOND INSURANCE AT PURCHASER'S OPTION: If the Refunding Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the proposer/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Refunding Bonds. Any increased costs of issuance of the Refunding Bonds resulting from such purchase of insurance shall be paid by the purchaser. Any additional rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE REFUNDING BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE REFUNDING BONDS FROM THE COUNTY.

GOOD FAITH: A certified or cashier's check drawn upon an incorporated bank or trust company or a financial surety bond in an amount equal to 2% (\$_____) of the face amount of the Refunding Bonds, and payable to the order of the County Treasurer must accompany each proposal as a guarantee of good faith on the part of the proposer, to be forfeited as liquidated damages if such proposal be accepted and the proposer fails to take up and pay for the Bonds. If a check is used, it must accompany each proposal. If a financial surety bond is used, it must be from an insurance company licensed to issue such a bond in the State of Michigan and such bond must be submitted to the County Treasurer prior to the opening of the proposals. The financial surety bond must identify each proposer whose good faith deposit is guaranteed by such financial surety bond. If the Refunding Bonds are awarded to a proposer utilizing a financial surety bond, then that purchaser (the "Purchaser") is required to submit its good faith deposit to the County Treasurer in the form of a cashier's check (or wire transfer such amount as instructed by the County or its financial advisor) not later than twelve o'clock noon, Eastern Time, on the next business day following the award. If such good faith deposit is not received by that time, the financial surety bond may be drawn upon by the County to satisfy the good faith deposit requirement. The good faith deposit will be applied to the purchase price of the Refunding Bonds. No interest shall be allowed on the good faith checks, and checks of

the unsuccessful proposers will be promptly returned to such proposer's representative or by registered mail. The good faith check of the successful proposer will be cashed immediately, in which event, payment of the balance of the purchase price of the Refunding Bonds shall be made at the closing.

AWARD OF THE REFUNDING BONDS - TRUE INTEREST COST: The Refunding Bonds will be awarded to the proposer whose proposal produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on _____ and semi-annually thereafter) necessary to discount the debt service payments from their respective payment dates to _____ in an amount equal to the price proposed, excluding accrued interest. _____ is the anticipated date of delivery of the Refunding Bonds.

LEGAL OPINION: Proposals shall be conditioned upon the approving opinion of Axe & Ecklund, P.C., attorneys of Grosse Pointe Farms, Michigan (the "Bond Counsel") a copy of which opinion will be printed on the reverse side of each bond and the original of which will be furnished without expense to the purchaser of the Refunding Bonds at the delivery thereof. The fees of Bond Counsel for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue such opinion and as described in the official statement, Bond Counsel has not been requested to examine or review and has not examined or reviewed any financial documents, statements or other materials that have been or may be furnished in connection with the authorization, issuance or marketing of the Refunding Bonds, and therefore, has not expressed and will not express an opinion with respect to the accuracy or completeness of the official statement or any such financial documents, statements or materials.

TAX MATTERS: In the opinion of Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Refunding Bonds is excluded from gross income for federal income tax purposes, such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, although for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, the Refunding Bonds and interest thereon are exempt from all taxation in the State of Michigan except estate taxes, gross receipts taxes and taxes on gains realized from the sale, payment or other disposition thereof.

"QUALIFIED TAX EXEMPT OBLIGATIONS": The Refunding Bonds have _____ been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.

CERTIFICATE REGARDING "ISSUE PRICE": The successful proposer will be required to furnish, prior to the delivery of the Refunding Bonds, a certificate in a form acceptable to Bond Counsel, as to the "issue price" of the Refunding Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended.

DELIVERY OF BONDS: The County will furnish Refunding Bonds ready for execution at its expense. Refunding Bonds will be delivered without expense to the purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Refunding Bonds, will be delivered at the time of delivery of the Refunding Bonds. If the Refunding Bonds are not tendered for delivery by twelve o'clock noon, Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful proposer may on that day, or any time thereafter until delivery of the Refunding Bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned in which event the County shall promptly return the good faith deposit. Payment for the Refunding Bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the Refunding Bonds shall be paid by the purchaser at the time of delivery.

UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE: In order to assist proposers in complying with SEC Rule 15c2-12, as amended, the County and the Macomb County Road Commission will covenant to undertake (pursuant to resolutions adopted or to be adopted by their governing bodies), to provide annual reports and timely notice of certain events for the benefit of beneficial owners of the Refunding Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Certificate to be executed and delivered by the County and the Macomb County Road Commission, a form of which is included in the nearly final official statement and in the final official statement.

OFFICIAL STATEMENT:

Hard Copy

A copy of the nearly final official statement (the "Nearly Final Official Statement") may be obtained by contacting Municipal Financial Consultants Incorporated at the address listed below. The Nearly Final Official Statement is in a form deemed final as of its date by the County for purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion of a final official statement (the "Final Official Statement"). The successful proposer shall supply to the County, within twenty-four (24) hours after the award of the Refunding Bonds, all pricing information and any underwriter identification determined by Bond Counsel to be necessary to complete the Final Official Statement.

Internet

In addition, the County has authorized the preparation and distribution of a Nearly Final Official Statement containing information relating to the Refunding Bonds via the Internet. The Nearly Final Official Statement can be viewed and downloaded at www.i-dealprospectus.com/PDF.asp?doc=____ or www.tm3.com.

The County will furnish to the successful proposer, at no cost, ____ copies of the Final Official Statement within seven (7) business days after the award of the Refunding Bonds. Additional copies will be supplied upon the proposer's agreement to pay the cost incurred by the County for those additional copies.

The County shall deliver, at closing, an executed certificate to the effect that as of the date of delivery the information contained in the Final Official Statement, including revisions, amendments and completions as necessary, relating to the County and the Refunding Bonds is true and correct in all material respects, and that such Final Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

CUSIP NUMBERS: It is anticipated that CUSIP numbers will be printed on the Refunding Bonds, but neither the failure to print such numbers nor any improperly printed number shall constitute cause for the purchaser to refuse to accept delivery of or to pay for the Refunding Bonds. All expenses for printing CUSIP numbers on the Refunding Bonds shall be paid for by the County, except that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

ADDITIONAL INFORMATION: Further information may be obtained from the undersigned at the address specified above or from Meredith A. Shanle, Municipal Financial Consultants Incorporated, 21 Kercheval Avenue, Suite 360, Grosse Pointe Farms, Michigan 48236, telephone (313) 884-9824.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL PROPOSALS.

ENVELOPES: Envelopes containing the proposals should be plainly marked "Proposal for County of Macomb, Michigan Transportation Fund Refunding Bonds, Series 2008."

las.R2-MAC79

_____, County Treasurer
County of Macomb

RECYCLABLE PAPER

RESOLUTION NO.

FULL BOARD MEETING DATE

AGENDA ITEM

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: approve the transfer of \$208,735.74 from the 2008 Martha T. Berry Personal Services (Salary and Fringe) accounts to the contract services account as outlined in the memo from the MTB Administrator dated February 5, 2008. This action requires no additional funding.

INTRODUCED BY: Don Brown, Chairperson, Budget Committee

Martha T. Berry has requested transferring funds from the salary/fringe accounts to the contract services account in the operating budget with the 2008 Martha T. Berry budget as outlined in the attached memo dated February 5, 2008. The transfer of funds from salary/fringe accounts to operating accounts requires Budget Committee approval

COMMITTEE/MEETING DATE: Budget Committee, Mar 18, 2008

MEMORANDUM

Date: February 5, 2008

TO: John Foster, Finance ✓

From: Josephine Savalle-Dunn, MTB Admin.
Kathleen Parzynski, MTB Business Manager

RECEIVED

FEB 06 2008

MACOMB COUNTY
FINANCE

RE: Transfer of funds from Personnel Budget to Operational Budget

We currently have two contract people working for Administration in the positions of Community Liaison Coordinator, and Community Liaison Assistant versus as actual MTB employees. Due to the current budgetary status, I am requesting that we move the wages and fringe benefits from the personnel budget to the operating budget to allow us to access those designated funds to pay for their services throughout the year. We have budgeted two positions, Coordinator Resident Billing Services and Account Clerk I/II which we will not fill as employees this year but utilize the above contract positions instead. The total Amount to be transferred is **\$119,173.99** (see attached sheet for details).

We also currently have a contract person in the Dietary Manager position versus an actual MTB employee. We are requesting that we move the wages and fringe benefits from the personnel budget to the operating budget to allow us to access those designated funds to pay for her services this year. The total amount to be transferred is **\$89,561.75** (see attached for details).

Cc: Eric Herppich, Dir. Human Resources

**Requesting funds be transferred from the Personnel Budget to
the Operational Budget for the Calendar Year 2008**

Funds requested to be transferred from salaries & fringe benefits to operational budget.
The funds to be used for contract positions such as community liason coordinator and assistant,
The positions are to promote MTB and the short term rehab unit.

<u>Org.</u>	<u>Object</u>	<u>Amount</u>
29167152	70200 Coordinator Resident Billing Services	\$ 40,745.00
29167152	70200 Account Clerk I/II	\$ 31,075.18
		<u>\$ 71,820.18</u>
29167152	71510 FICA 6.2%	\$ 4,452.85
29167152	71515 FICA Med 1.45%	\$ 1,041.39
29167152	71520 Health (\$11,500 ea)	\$ 23,000.00
29167152	71521 Dental (\$880 ea)	\$ 1,760.00
29167152	71529 Ret. Med. (11% of wages)	\$ 7,900.22
29167152	71530 Life (\$75 ea.)	\$ 150.00
29167152	71540 Pension (12% of wages)	\$ 8,618.42
29167152	71560 Workmans Comp. (.12% of wages)	\$ 86.18
29167152	71580 LTD (.23% of wages)	\$ 165.19
29167152	71590 Comp. Abs. (.25% of wages)	\$ 179.55
		<u>\$ 47,353.81</u>
TOTAL AMOUNT TO 29167101-80199		<u><u>\$ 119,173.99</u></u>

Funds requested to be transferred from salaries & fringe benefits to operational budget.
The funds to be used to pay for Dietary Manager which is being paid as a contract services position.

29167158	70200 Food Services Manager	<u>\$ 58,748.00</u>
29167158	71510 FICA 6.2%	\$ 3,642.38
29167158	71515 FICA Med 1.45%	\$ 851.85
29167158	71520 Health (\$11,500 ea)	\$ 11,500.00
29167158	71521 Dental (\$880 ea)	\$ 880.00
29167158	71529 Ret. Med. (11% of wages)	\$ 6,462.28
29167158	71530 Life (\$75 ea.)	\$ 75.00
29167158	71540 Pension (12% of wages)	\$ 7,049.76
29167158	71560 Workmans Comp. (.12% of wages)	\$ 70.50
29167158	71580 LTD (.23% of wages)	\$ 135.12
29167158	71590 Comp. Abs. (.25% of wages)	\$ 146.87
		<u>\$ 30,813.75</u>
TOTAL AMOUNT TO 29167105-80199		<u><u>\$ 89,561.75</u></u>

RECYCLABLE PAPER

RESOLUTION NO. _____

FULL BOARD MEETING DATE: Mar. 19, 2008

AGENDA ITEM: _____

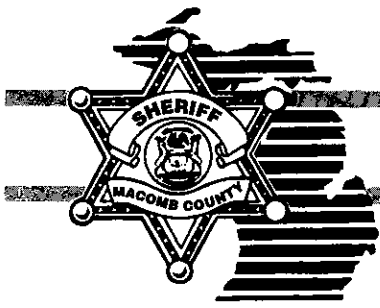
MACOMB COUNTY MICHIGAN

RESOLUTION TO: Authorize the continuance of the part-time Reimbursement Analyst
position. Funding for this position is available in the Sheriff's budget.

INTRODUCED BY: Commissioner Don Brown; Chair, Budget Committee.

COMMITTEE / MEETING DATE

Budget / March 18, 2008



MARK A. HACKEL

OFFICE OF THE SHERIFF

Kent B. Lagerquist
UNDERSHERIFF

February 20, 2008

Commissioner Don Brown
Macomb County Board of Commissioners
One South Main Street
Mt. Clemens, MI 48043

RE: Budget Agenda – March 18, 2008

Dear Commissioner Brown,

Please accept this letter as my formal request to be placed on the Agenda for the March 18th, 2008 Budget Committee Meeting.

I am requesting the continuation of the part-time Reimbursement Analyst position. The individual in this position is responsible for the return of approximately \$1.2 million per year in revenue to the County.

Funding for this position is available in the Sheriff's budget.

Respectfully,

Michelle M. Sanborn, Jail Administrator

/cr

C: Eric Herppich, Human Resources Department
John Foster, Finance Department
Anthony Wickersham, Chief of Staff

RECYCLABLE PAPER

RESOLUTION NO.

FULL BOARD MEETING DATE

AGENDA ITEM

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: amend the 2008 Macomb County Budget reducing the revenue account for Inmate Housing-Local Units (Local Ordinance Violation) by \$15,000. This revenue reduction will be offset by an increase in fund balance requirement. This action is outlined in the Budget Chairs' memo dated March 6, 2008

INTRODUCED BY: Don Brown, Chairperson, Budget Committee

COMMITTEE/MEETING DATE: Budget Committee, Mar 18, 2008



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586-469-5125 FAX 586-469-5993
macombcountymi.gov/boardofcommissioners

March 6, 2008

Macomb County Board of Commissioners
1 S. Main Street, 9th Floor
Mount Clemens, MI 48043

Re: Proposal to Seek Reimbursement for Expenses of Housing
Prisoners Sentenced for Local Ordinance Violations

Dear Commissioners:

One of the proposals under consideration by the Board to help alleviate our budget deficit is to charge local units of government; i.e. cities, villages and townships, for a portion of the cost of housing in the County Jail a person convicted of a crime under a local ordinance. This matter was reviewed by Corporation Counsel. They advised that such charges are authorized and allowed and, in fact, there have been published court opinions upholding such a program in Wayne County. In exploring the amount of fees that might be generated, we asked the Sheriff's Office to review their records in order to provide us with an accounting of the number of days people have served in the County Jail for ordinance violations. Based upon the latest statistics that they were able to provide, it is estimated that such a program would generate approximately \$30,000 a year to the County. There are costs and expenses that are related to this program which must also be considered including the additional work that would have to be done by members of the Sheriff's Office in maintaining separate records for ordinance violators, the cost of billing the municipalities and the potential cost of having to pursue the collection of those monies if they were not voluntarily paid.

We have received correspondence from municipalities indicating their objections to the proposed program since this will be an additional cost to them. It should be pointed out that the municipalities could seek reimbursement from the sentenced persons to recover the amount paid to the County. Based upon the fact that the latest projection of the amount of revenue that can be generated is not as large as was originally hoped and the cost and expense of running such a program, I am recommending that consideration of this matter not be pursued at this time.

Sincerely,

Don Brown
Budget Committee Chairman

DCB/mac

MACOMB COUNTY BOARD OF COMMISSIONERS

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Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Jon M. Switalski - District 4
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Leon Drolet - District 26

RECYCLABLE PAPER

RESOLUTION NO.

FULL BOARD MEETING DATE

AGENDA ITEM

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: adopt a County Operating Millage rate of 4.2000 Mills for inclusion on the July, 2008 millage levy.

INTRODUCED BY: Don Brown, Chairperson, Budget Committee

COMMITTEE/MEETING DATE: Budget Committee, Mar 18, 2008
Public Hearing, May 14, 2008
Full Board, May 15, 2008



FINANCE DEPARTMENT

10 N. Main St., 12th Floor
Mount Clemens, Michigan 48043
586-469-5250 FAX 586-469-5847

David M. Diegel
Finance Director

John H. Foster
Assistant Finance Director

Robert Grzanka, C.P.A.
Internal Audit Manager

Stephen L. Smigiel, C.P.A.
Accounting Manager

March 10, 2008

Commissioner Don Brown, Chair
& Members of the Budget Committee
9th Floor-Administrative Building
Mount Clemens, Michigan 48043

Dear Commissioner:

In order for the County to meet the requirements of holding a Public Hearing and publishing the proper notices prior to the adoption of the final County operating millage rate, it will be necessary for the Budget Committee to adopt a proposed 2008 millage rate.

The 2008 millage as adopted will be levied in July and will support the FY 2008 County Budget.

The County currently levies 4.2000 operating mills. The current operating rate of 4.2000 mills has been in effect since 1984.

Sincerely yours,



David M. Diegel
Finance Director

DMD:ts

MACOMB COUNTY BOARD OF COMMISSIONERS

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RECYCLABLE PAPER

RESOLUTION NO.

FULL BOARD MEETING DATE

AGENDA ITEM

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: adopt a SMART Public Transportation millage rate of .5900 mill, less any millage reduction required by the Headlee roll back factor, for inclusion on the December, 2008 millage levy.

INTRODUCED BY: Don Brown, Chairperson, Budget Committee

State Law requires that the County annually adopt millage rates for inclusion in the annual Apportionment Report. On August 8, 2006, the voters of Macomb County approved a four (4) year County Wide .5900 mill operating levy for the SMART Public Transportation System for the operating budget years 2007, 2008, 2009, and 2010. This levy is the third of the four years approved by the voter's for this purpose. This millage will continue to be levied in December.

Voter Approved	August, 2006
1 st Levy	December, 2006
2 nd Levy	December, 2007
3 rd Levy	December, 2008
4 th Levy	December, 2009

COMMITTEE/MEETING DATE: Budget Committee, Mar 18, 2008
Public Hearing, May 14, 2008
Full Board, May 15, 2008



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March 10, 2008

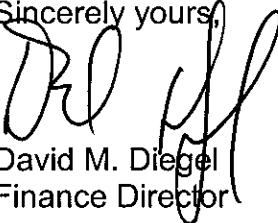
Commissioner Don Brown, Chair
and Members of the Budget Committee
9th Floor-Administrative Building
Mount Clemens, Michigan 48043

Dear Commissioner:

State law requires that the County adopt millage rates for inclusion in the annual Apportionment Report. On August 8, 2006, the voters of Macomb County approved .59 mill for the SMART Public Transportation operations for the four years 2006, 2007, 2008 and 2009.

It will be necessary for the Budget Committee to adopt the proposed 2009 SMART operating millage rate of .59, less any millage reduction required by the Headlee rollback factor, for inclusion in the 2008 Macomb County Apportionment Report.

Sincerely yours,



David M. Diegel
Finance Director

DMD:ts

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RECYCLABLE PAPER

RESOLUTION NO.

FULL BOARD MEETING DATE

AGENDA ITEM

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: adopt a County Drain Debt requirement of .0055 mill for inclusion on the December, 2008 millage levy.

INTRODUCED BY: Don Brown, Chairperson, Budget Committee

Based on the Debt Service payments for the Year 2008/2009, the County's At Large Drain Debt requirement is .0055 mill. The Levies for the last several years are outlined below:

December 2008	.0055 mill
December 2007	.0055 mill
December 2006	.0055 mill
December 2005	.0058 mill
December 2004	.0058 mill
December 2003	.0058 mill
December 2002	.0060 mill
December 2001	.0070 mill
December 2000	.0080 mill

COMMITTEE/MEETING DATE: Budget Committee, Mar 18, 2008
Full Board, Mar 19, 2008



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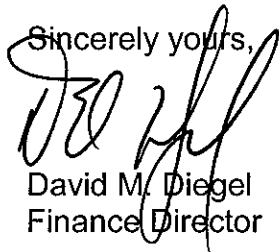
March 10, 2008

Commissioner Don Brown, Chair
and Members of the Budget Committee
9th Floor-Administrative Building
Mount Clemens, Michigan 48043

Dear Commissioner:

Based on the Drain Dept requirements outlined by the Public Works Commissioner, the 2008/2009 County-At-Large Drain Debt Millage requirement is .0055 mill. As you know, this rate may fluctuate annually based on the repayment requirements and must be adopted for inclusion in the 2008 Macomb County Apportionment Report.

Sincerely yours,



David M. Diegel
Finance Director

DMD:ts

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RECYCLABLE PAPER

RESOLUTION NO.

FULL BOARD MEETING DATE

AGENDA ITEM

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: receive and file the 2008 Contingency Report Update.

INTRODUCED BY: Don Brown, Chairperson, Budget Committee

COMMITTEE/MEETING DATE: Budget Committee, Mar 18, 2008

**CONTINGENCY
2008 ADOPTED BUDGET**

		<u>DECREASES</u>	<u>INCREASES</u>	<u>BALANCE</u>
<u>2008 REVENUE/EXPENSE SUMMARY</u>				700,000
Bd 1/22/08	- Budget Balancing Reduction	(300,000)		(300,000)
<u>2008 ADOPTED BUDGET</u>				400,000
Board Approved Changes:				
Bd 1/22/08	- Supervisory Training	(65,840)		
Bd 2/14/08	- NACO Awards Application Filing	(800)		
		<u>(66,640)</u>	<u>0</u>	<u>(66,640)</u>
Available Budget				<u><u>333,360</u></u>
March 5, 2008				